



PPL companies

Commonwealth of Kentucky
c/o Robert P. Williams
Troutman Sanders LLP
Bank of America Plaza
Suite 5200
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216

Kentucky Utilities Company
Electric Distribution
1 Quality Street
Lexington, Kentucky 40507
www.lge-ku.com

Robert Trimble
Director Electric Distribution
T 859-367-1105
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robert.trimbe@lge-ku.com

November 29, 2016

Use of Easement

Ladies and Gentlemen,

This letter will confirm our discussions regarding the desire of the Commonwealth of Kentucky ("the Commonwealth") to use, but only to the extent permitted by law, such easements or similar rights as Louisville Gas and Electric Company ("LG&E") may have on, over or under the property of third parties ("Utility Easements"), for the purpose of locating communications facilities to be owned or operated by or on behalf of the Commonwealth pursuant to the License Agreement between LG&E and the Commonwealth of Kentucky, Finance and Administration Cabinet dated July 31, 2015.

LG&E does not and will not object to the Commonwealth's use of the Utility Easements for such purpose to the extent permitted by applicable law, provided that the Commonwealth's use of such Utility Easements shall be at all times limited to such purposes and uses as such Utility Easements and applicable law may permit and shall be subject and subordinate to LG&E's rights under the Utility Easements and to the lien of any trust indenture applicable to the Utility Easements. The Commonwealth shall have sole responsibility for determining whether any Utility Easement and applicable law permit use of such Utility Easement by the Commonwealth for its intended purpose. LG&E makes no representation or warranty of any kind or description, including, without limitation, any warranty of title, with respect to any Utility Easement or to any right the Commonwealth may or may not have to share the use of any Utility Easement. LG&E hereby disclaims all such warranties. LG&E shall have no liability to the Commonwealth in the event the Utility Easement, applicable law, or anything else prevents the Commonwealth from using the Utility Easements. To the extent the Commonwealth makes any use of any Utility Easements, the Commonwealth assumes all risks associated with the Commonwealth's

right to do so. To the extent permitted by law, including without limitation Section 177 of the Kentucky Constitution, the Commonwealth waives and releases LG&E from, and shall indemnify LG&E for, any claims or liabilities of any kind or description associated the Commonwealth's use of Utility Easements.

Sincerely,



Robert Trimble
Director Electric Distribution

Agreed:

The Commonwealth of Kentucky

By: William M. Raudenbush

Title: Sec, FAC

Date: 15 Dec 2016

APPROVED AS TO
FORM & LEGALITY



APPROVED
FINANCE & ADMINISTRATION CABINET



PPL companies

NG-KIH Design Build LLC and The
Commonwealth of Kentucky
c/o Robert P. Williams
Troutman Sanders LLP
Bank of America Plaza
Suite 5200
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216

**LG&E and KU Services
Company**
Corporate Law Department
220 West Main Street
Louisville, Kentucky 40202

James J. Dimas
Senior Corporate Attorney
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jim.dimas@lge-ku.com

November 29, 2016

Re: Use of Easements and Engineering Make Ready

Ladies and Gentlemen:

The Commonwealth of Kentucky ("the Commonwealth"), NG-KIII Design-Build LLC ("D-B"), Kentucky Utilities Company ("KU"), and Louisville Gas and Electric Company ("LG&E") (collectively "the parties") have reached agreement on two issues relating to the Commonwealth's KentuckyWired project, one relating to the sharing of easements and the other relating to engineering charges arising under pole attachment License Agreements. The parties' agreement relating to the sharing of easements is addressed separately in two other letter agreements also dated today. This letter agreement will confirm the parties' agreement regarding the disputed engineering charges.

The parties agree that D-B will pay LG&E and KU, on behalf of the Commonwealth, the engineering expenses that have been disputed to date under the pole attachment License Agreements. The Commonwealth also agrees that it will not take the position that engineering work performed by LG&E or KU under the pole attachment License Agreements constitutes anything other than make-ready work that is to be reimbursed under such agreements.

Sincerely,

James Dimas
Attorney for Kentucky Utilities Company
and Louisville Gas and Electric Company



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Agreed:

[Signature] 12/21/2016
NG-KIH Design Build LLC
By: Michael P. Murray
Title: KIH DBLLC PROJECT DIRECTOR

Agreed:

William M. Randrum
The Commonwealth of Kentucky
By: _____
Title: _____

APPROVED AS TO
FORM & LEGALITY

Patrick McDev
APPROVED
FINANCE & ADMINISTRATION CABINET

C: Robert Trimble



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November 29, 2016

Use of Easement

Ladies and Gentlemen,

This letter will confirm our discussions regarding the desire of the Commonwealth of Kentucky (“the Commonwealth”) to use, but only to the extent permitted by law, such easements or similar rights as Kentucky Utilities Company (“KU”) may have on, over or under the property of third parties (“Utility Easements”), for the purpose of locating communications facilities to be owned or operated by or on behalf of the Commonwealth pursuant to the License Agreement between KU and the Commonwealth of Kentucky, Finance and Administration Cabinet dated July 31, 2015.

KU does not and will not object to the Commonwealth’s use of the Utility Easements for such purpose to the extent permitted by applicable law, provided that the Commonwealth’s use of such Utility Easements shall be at all times limited to such purposes and uses as such Utility Easements and applicable law may permit and shall be subject and subordinate to KU’s rights under the Utility Easements and to the lien of any trust indenture applicable to the Utility Easements. The Commonwealth shall have sole responsibility for determining whether any Utility Easement and applicable law permit use of such Utility Easement by the Commonwealth for its intended purpose. KU makes no representation or warranty of any kind or description, including, without limitation, any warranty of title, with respect to any Utility Easement or to any right the Commonwealth may or may not have to share the use of any Utility Easement. KU hereby disclaims all such warranties. KU shall have no liability to the Commonwealth in the event the Utility Easement, applicable law, or anything else prevents the Commonwealth from using the Utility Easements. To the extent the Commonwealth makes any use of any Utility Easements, the Commonwealth assumes all risks associated with the Commonwealth’s right to do so. To

the extent permitted by law, including without limitation Section 177 of the Kentucky Constitution, the Commonwealth waives and releases KU from, and shall indemnify KU for, any claims or liabilities of any kind or description associated the Commonwealth's use of Utility Easements.

Sincerely,



Robert Trimble
Director Electric Distribution

Agreed:

The Commonwealth of Kentucky

By: William M. Rauden III
Title: Sec, FAC
Date: 15 Dec 2016

APPROVED AS TO
FORM & LEGALITY



APPROVED
FINANCE & ADMINISTRATION CABINET