COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOINT APPLICATION OF PPL CORPORATION, E.ON AG, E.ON US INVESTMENTS CORP., E.ON U.S. LLC, LOUISVILLE GAS AND ELECTRIC COMPANY AND KENTUCKY UTILITIES COMPANY FOR APPROVAL OF AN ACQUISITION OF OWNERSHIP AND CONTROL OF UTILITIES CASE NO. 2010-00204

TESTIMONY OF LONNIE E. BELLAR VICE PRESIDENT OF STATE REGULATION AND RATES LOUISVILLE GAS AND ELECTRIC COMPANY AND KENTUCKY UTILITIES COMPANY

Dated: May 28, 2010
INTRODUCTION

Q. Please state your name, position and business address.

A. My name is Lonnie E. Bellar. I am the Vice President of State Regulation and Rates for Louisville Gas and Electric Company (“LG&E”) and Kentucky Utilities Company (“KU”) (collectively, “Companies”), and an employee of E.ON U.S. Services Inc. My business address is 220 West Main Street, Louisville, Kentucky 40202. A statement of my qualifications is attached as Appendix A.

Q. Have you previously testified before the Kentucky Public Service Commission?

A. Yes. I have testified before the Commission multiple times, including Case Nos. 2007-00562 (LG&E) and 2007-00563 (KU) concerning the disposition of KU’s and LG&E’s merger surcredit mechanisms; in the Companies’ 2009 Environmental Surcharge Compliance Plan proceedings, Case Nos. 2009-00197 (KU) and 2009-00198 (LG&E), the Companies’ most recent base rate cases, Case Nos. 2008-00251 (KU) and 2008-00252 (LG&E); and in the current base rate proceedings, Case Nos. 2009-00548 (KU) and 2009-00549 (LG&E).

Q. Please describe your work experience and educational background.

A. I began my career with Kentucky Utilities in 1987 as an electrical engineer. I held several engineering roles in the transmission and generation areas, and was eventually promoted to Director of Generation Services in 2000. I then served as General Manager of the LG&E Can Run and Ohio Falls power stations; Director of Financial Planning and Controlling; and Director of Transmission.

I received a Bachelor of Science in Engineering Arts from Georgetown College and a Bachelor of Science in Electrical Engineering from the University of
Kentucky. I have completed various management and executive training courses sponsored by the E.ON Academy, including courses at Harvard University.

Q. What is the purpose of your testimony?
A. The purpose of my testimony is to discuss the affiliate transactions related to the proposed acquisition and other regulatory issues.

AFFILIATE TRANSACTIONS

Q. Will the proposed acquisition affect or change E.ON U.S. Services Inc. ("E.ON Services")?
A. No. E.ON Services will continue to be a subsidiary of E.ON U.S. LLC ("E.ON U.S."). It will continue to act as a centralized service company to provide services to E.ON U.S. and its subsidiaries, including LG&E and KU. PPL Corporation ("PPL") will continue to utilize its existing service company for its other subsidiaries.

Q. Will the proposed acquisition adversely affect E.ON U.S.'s Notification of Holding Company Status filed with the Federal Energy Regulatory Commission ("FERC") under the Public Utility Holding Company Act of 2005 ("PUHCA 2005")?
A. No. E.ON AG, for itself and its intermediate companies, including E.ON U.S., filed Form 65, Notification of Holding Company Status, with FERC on June 15, 2006. Following consummation of the proposed acquisition, E.ON U.S. will submit a comparable Notification of Holding Company Status with FERC. Accordingly, E.ON U.S. will be recognized as a holding company under PUHCA 2005, and will continue to act as a holding company for the two utilities, LG&E and KU.
Q. Will the proposed acquisition affect the Commission’s authority to regulate LG&E or KU’s affiliate transactions?

A. No. The transfer of ownership and control of LG&E and KU will not alter the Commission’s authority to regulate LG&E’s or KU’s affiliate transactions resulting from the proposed acquisition. LG&E and KU will remain subject to the same laws and rules that apply under the current E.ON AG – E.ON U.S. structure. Further, the proposed acquisition and resulting transfer of ownership and control of LG&E and KU will not prevent the Commission from reviewing LG&E’s or KU’s costs and operations. Access to books, records, and management will not change, and E.ON U.S.’s, LG&E’s, and KU’s books will continue to be kept in Kentucky. PPL commits that the Commission be allowed access to those books and records. There will be no change in the Commission’s ability to make any inspection of books and records that might be necessary to accomplish proper regulatory purposes.

Q. Is there any area in which the Commission’s regulatory oversight over affiliate transactions could be affected by the proposed acquisition?

A. No, there are no areas in which the Commission’s regulatory oversight over affiliate transactions could be affected by the proposed acquisition. E.ON Services will continue to operate as a subsidiary of E.ON U.S. and serve as a centralized service company for purposes of complying with PUHCA 2005. FERC will regulate the provision of services and allocation of costs to ensure against any inappropriate cross-subsidization within the E.ON U.S. holding company system and the greater PPL holding company system.
Q. Will E.ON Services have affiliate transactions with PPL’s subsidiaries?

A. E.ON Services has no plans at this time to engage in any specific affiliate transactions with PPL’s subsidiaries. E.ON Services may enter into affiliate service agreements with subsidiaries of PPL after the completion of the proposed acquisition, if such agreements would enhance operational flexibility.

TRANSMISSION ISSUES

Q. Is PPL a member of a Regional Transmission Organization (“RTO”)? If so, how will this affect whether LG&E or KU are members of a RTO?

A. Yes. PPL is a member of PJM Interconnection, an RTO. However, PPL has committed to use its reasonable best efforts to address market power concerns of FERC, the Department of Justice, and the Federal Trade Commission through mitigation measures that do not require participation by LG&E or KU in an RTO. Therefore, there are no plans at this time for LG&E or KU become members of any RTO as a result of this transaction. LG&E and KU expect to continue to operate independently from an RTO. It is, however, possible that retaining Southwest Power Pool, Inc., as the Companies’ Independent Transmission Operator may be the most practical means of complying with FERC transmission independence requirements following the PPL transaction. If so, the Companies will file a separate application with the Commission under KRS 278.218.
EXISTING KU/LG&E OPERATING AGREEMENTS

Q. Will the proposed acquisition affect the Power Supply System Agreement ("PSSA") or Transmission Coordination Agreement ("TCA") between LG&E and KU?

A. No. The proposed acquisition will not affect the PSSA or TCA (collectively, the "Agreements") between LG&E and KU. The Agreements were established as a result of the LG&E - KU merger in 1998 for the purpose of facilitating the joint operation and planning of the KU and LG&E generation and transmission assets. The Agreements provide for the joint operation and planning of the KU and LG&E transmission and generation systems and also establish separate joint committees for making business decisions concerning these assets. The primary objective of the Agreements is to maximize economy, efficiency, and reliability in the transmission system as a whole. It is anticipated that the members of the PSSA and TCA committees will remain the same, and changes in those committees will only result through the normal procedures of the respective committees.

CONCLUSION

Q. Please provide a summary of your testimony.

A. My testimony discusses the affiliate transactions, and shows that the proposed acquisition will not affect or change E.ON Services, and that E.ON Services will continue to provide service to LG&E and KU. My testimony also shows that the proposed acquisition will not affect the Commission's authority to regulate LG&E's or KU's affiliate transactions, and that there is no area in which the Commission's regulatory oversight over affiliate transactions could be affected. My testimony also shows that PPL does not currently have plans for LG&E or KU to be members of an
RTO. Finally, my testimony shows that the proposed acquisition will not affect the PSSA or the TCA between LG&E and KU, and that the respective committees will also not be affected.

Q. What action are you requesting that the Commission take?

A. I request that the Commission approve the proposed acquisition and resulting transfer of ownership and control of LG&E and KU to PPL.

Q. Does this conclude your testimony?

A. Yes.
VERIFICATION

COMMONWEALTH OF KENTUCKY  )  SS:
COUNTY OF JEFFERSON  )

The undersigned, Lonnie E. Bellar, being duly sworn, deposes and says he is Vice President of State Regulation and Rates of Louisville Gas and Electric Company and Kentucky Utilities Company, and an employee of E.ON U.S. Services Inc., that he has personal knowledge of the matters set forth in the foregoing testimony, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

[Signature]
LONNIE E. BELLAR

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 27th day of May, 2010.

[Signature] (SEAL)
Notary Public

My Commission Expires:

November 9, 2010
APPENDIX A

Lonnie E. Bellar  
E.ON U.S. Services Inc.  
220 West Main Street  
Louisville, Kentucky 40202

Education

Bachelors in Electrical Engineering;  
University of Kentucky, May 1987  
Bachelors in Engineering Arts;  
Georgetown College, May 1987  
E.ON Academy, Intercultural Effectiveness Program: 2002-2003  
E.ON Executive Pool: 2003-2007  
E.ON Executive Program, Harvard Business School: 2006  
E.ON Academy, Personal Awareness and Impact: 2006

Professional Experience

E.ON U.S. LLC

Vice President, State Regulation and Rates Aug. 2007 – Present  
Director, Transmission Sept. 2006 – Aug. 2007  
Director, Financial Planning and Controlling April 2005 – Sept. 2006  
General Manager, Cane Run, Ohio Falls and Combustion Turbines Feb. 2003 – April 2005  

Kentucky Utilities Company


Professional Memberships

IEEE

Civic Activities

E.ON U.S. Power of One Co-Chair – 2007  
Louisville Science Center – Board of Directors – 2008  
Metro United Way Campaign – 2008  
UK College of Engineering Advisory Board – 2009
September 1, 2010

Jeff DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

RE: Joint Application of PPL Corporation, E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC, Louisville Gas and Electric Company and Kentucky Utilities Company for Approval of an Acquisition of Ownership and Control of Utilities Case No. 2010-00204

Dear Mr. DeRouen:

Enclosed please find for filing the original and twelve copies each of a Motion of PPL Corporation, E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC, Louisville Gas and Electric Company and Kentucky Utilities Company for Leave to File Settlement Agreement and Testimony Thereon, Testimony on Settlement of Lonnie E. Bellar and Settlement Agreement, Stipulation and Recommendation in the above-referenced matter. Please confirm your receipt of these filings by placing the stamp of your Office with the date received on the enclosed additional copy and return them to me in the enclosed envelope.

Should you have any questions, please call me at your earliest convenience.

Yours very truly,

Kendrick R. Riggs

Enclosures as mentioned
cc: Counsel for Parties of Record
COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE JOINT APPLICATION OF  
PPL CORPORATION, E.ON AG,  
E.ON US INVESTMENTS CORP.,  
E.ON U.S. LLC, LOUISVILLE GAS AND  
ELECTRIC COMPANY AND KENTUCKY  
UTILITIES COMPANY FOR APPROVAL  
OF AN ACQUISITION OF OWNERSHIP  
AND CONTROL OF UTILITIES  

CASE NO. 2010-00204

MOTION OF PPL CORPORATION, E.ON AG, E.ON US INVESTMENTS CORP.,  
E.ON U.S. LLC, LOUISVILLE GAS AND ELECTRIC COMPANY AND  
KENTUCKY UTILITIES COMPANY FOR LEAVE TO FILE SETTLEMENT  
AGREEMENT AND TESTIMONY THEREON

PPL Corporation, E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC, Louisville  
Gas and Electric Company and Kentucky Utilities Company (“Joint Applicants”) hereby move  
the Public Service Commission (“Commission”) for leave to file the enclosed Settlement  
Agreement, Stipulation, and Recommendation (“Settlement Agreement”) and the Testimony on  
Settlement of Lonnie E. Bellar. In support of this Motion, the Joint Applicants state that they,  
the Commission staff and all of the intervenors in this proceeding met at the Commission on  
August 26, 27 and 30, 2010, to engage in arm’s-length negotiations to settle the matters at issue  
in this proceeding. The Settlement Agreement that accompanies this Motion is the product of  
those negotiations and represents a unanimous and global settlement of the matters at issue in  
this proceeding. The Testimony on Settlement of Lonnie E. Bellar describes the Settlement  
Agreement and the process by which the parties reached it. The Joint Applicants desire to  
submit the Settlement Agreement and Testimony into the record of this proceeding for the  
Commission’s consideration and approval of the proposed acquisition of E.ON U.S. LLC by PPL  
Corporation.
WHEREFORE, the Joint Applicants respectfully move the Commission to grant them leave to file in this proceeding the enclosed Settlement Agreement and Testimony on Settlement.

Dated: September 1, 2010

Respectfully submitted,

Richard Northern
Francis J. Mellen, Jr.
Frank F. Chuppe
Wyatt, Tarrant & Combs, LLP
2800 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
Telephone: (502) 589-5235

-and-

Robert J. Grey
General Counsel
Paul E. Russell
Associate General Counsel
PPL Corporation
Two North Ninth Street
Allentown, PA 18101
Telephone: (610) 774-4254

Counsel for PPL Corporation
Kendrick R. Riggs  
Lindsey W. Ingram III  
Brad S. Keeton  
W. Duncan Crosby III  
Stoll Keenon Ogden PLLC  
2000 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202-2828  
Telephone: (502) 333-6000

- and -

John R. McCall  
Executive Vice President, General Counsel and Corporate Secretary  
Allyson K. Sturgeon  
Senior Corporate Attorney  
E.ON U.S. LLC  
220 West Main Street  
Louisville, Kentucky 40202  
Telephone: (502) 627-2088

- and -

Dr. Frank Fischer  
Vice President  
Legal Affairs - M&A/Integration  
E.ON AG  
E.ON-Platz 1  
4079 Dusseldorf  
Federal Republic of Germany  
+49 211-4579-757

Counsel for E.ON AG, E.ON U.S. Investments Corp., E.ON U.S. LLC, Louisville Gas and Electric Company and Kentucky Utilities Company
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the above and foregoing Motion for Leave to File Settlement Agreement and Testimony Thereon was served, via hand delivery and electronic email, to the following persons on the 1st day of September 2010:

Dennis G. Howard II
David Edward Spenard
Assistant Attorneys General
Office of the Attorney General
Office of Rate Intervention
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601-8204

David C. Brown
Susan Harbison PLLC
400 West Market Street, Suite 1800
Louisville, KY 40202

Michael L. Kurtz
David F. Boehm
Boehm, Kurtz & Lowry
36 East Seventh Street, Suite 1510
Cincinnati, OH 45202

David J. Barberie, Corporate Counsel
Leslye M. Bowman, Director of Litigation
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street
Lexington, KY 40507

James M. Miller
Sullivan, Mountjoy, Stainback & Miller, PSC
100 St. Ann Street
P.O. Box 727
Owensboro, KY 42302-0727

Albert Yockey
VP, Governmental Relations and Enterprise
Risk Management
Big Rivers Electric Corporation
P. O. Box 24
Henderson, KY 42419-0024

Don C. Meade
Priddy, Cutler, Miller & Meade
800 Republic Building
429 W. Muhammad Ali Blvd.
Louisville, KY 40202

Iris G. Skidmore
Bates & Skidmore
415 W. Main Street, Suite 2
Frankfort, KY 40601

Lisa Kilgelly
Eileen Ordover
Legal Aid Society
416 W. Muhammad Ali Blvd., Suite 300
Louisville, KY 40202

Matthew R Malone
William H. May, II
Hurt, Crosby & May PLLC
The Equus Building
127 W. Main Street
Lexington, KY 40507
Tom FitzGerald
Kentucky Resources Council, Inc.
P. O. Box 1070
Frankfort, KY 40602

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE JOINT APPLICATION OF
PPL CORPORATION, E.ON AG,
E.ON US INVESTMENTS CORP.,
E.ON U.S. LLC, LOUISVILLE GAS AND
ELECTRIC COMPANY AND KENTUCKY
UTILITIES COMPANY FOR APPROVAL
OF AN ACQUISITION OF OWNERSHIP
AND CONTROL OF UTILITIES

TESTIMONY ON SETTLEMENT OF
LONNIE E. BELLAR
VICE PRESIDENT OF STATE REGULATION AND RATES
KENTUCKY UTILITIES COMPANY AND
LOUISVILLE GAS AND ELECTRIC COMPANY

Filed: September 1, 2010
Q. Please state your name, position and business address.

A. My name is Lonnie E. Bellar. I am the Vice President of State Regulation and Rates for Kentucky Utilities Company ("KU") and Louisville Gas and Electric Company ("LG&E") and an employee of E.ON U.S. Services Inc., which provides services to LG&E and KU. My business address is 220 West Main Street, Louisville, Kentucky.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to discuss why adopting the terms of the Settlement Agreement, Stipulation, and Recommendation ("Settlement Agreement") reached by all parties to these proceedings would produce a fair, just, and reasonable outcome that would be in the public interest, satisfying the relevant requirement of KRS 278.020(6), and to recommend that the Commission incorporate all of the terms of the Settlement Agreement into its final order in this proceeding. It is important to note that the commitments and conditions set out in the Settlement Agreement are in addition to the regulatory commitments contained in the Joint Application in this proceeding, which is the most extensive and comprehensive list of such commitments yet involving a change of control of LG&E and KU.¹

My testimony does not address PPL Corporation's ("PPL") financial, technical, or managerial abilities to own and operate LG&E and KU (through its ownership of E.ON U.S. LLC). The Joint Application and supporting exhibits, testimony, and discovery responses have more than adequately shown that PPL

¹ The Joint Applicants originally offered 54 Regulatory Commitments, which were contained in Exhibit D to the Joint Application filed in this proceeding and were summarized at pages 20-28 of the Joint Application. As discussed later in my testimony, the parties have agreed in the Settlement Agreement to eliminate Regulatory Commitment No. 39, which related to a post-closing synergies study.
possesses those abilities, and the Settlement Agreement contains a provision pursuant
to which all of the parties to this proceeding have stipulated to that fact.

Overview of Procedural Matters
and Settlement Agreement Negotiation Process

Q. Please describe the procedural background and posture of these proceedings.

A. On April 28, 2010, PPL and E.ON AG announced a definitive agreement (the
Purchase and Sale Agreement, “PSA”) under which PPL would acquire E.ON U.S.
LLC (“E.ON U.S.”), the parent company of LG&E and KU.\(^2\) By acquiring E.ON
U.S., PPL would acquire control over, and ownership of, LG&E and KU.

On May 20, 2010, PPL, E.ON AG, E.ON U.S. Investments Corp. (“EUSIC”),
E.ON U.S., LG&E, and KU (collectively, “Joint Applicants”) filed with the
Commission their notice of intent to file on May 28, 2010, a Joint Application under
KRS 278.020(5) and (6) for approval of the PSA.

On May 28, 2010, in accordance with their notice of intent, the Joint
Applicants filed their Joint Application in this proceeding, which, in addition to
seeking approval of the PSA on its own terms, contained 54 regulatory commitments
to ensure the proposed change of control would be in the public interest. The Joint
Applicants’ regulatory commitments addressed a wide array of issues, including,
among others, commitments to: ensure that retail customers do not pay any costs of
the proposed transaction;\(^3\) maintain LG&E’s and KU’s headquarters in Kentucky for

\(^2\) There are no other planned changes in the corporate structure of E.ON U.S. and its subsidiaries. Although the
names of the entities with “E.ON” in their current names will change after the closing, the current names of
LG&E and KU will not be changed.

\(^3\) Regulatory Commitment No. 8.
15 years;\(^4\) have no planned reductions in workforce as a result of the transaction;\(^5\) and maintain or improve current levels of community involvement, including charitable contributions, for ten years.\(^6\)

Several parties petitioned the Commission for intervention in this proceeding. Ultimately, the Commission granted intervention to the Attorney General ("AG"); Kentucky Industrial Utility Customers, Inc. ("KIUC"); The Kroger Co. ("Kroger"); Kentucky School Boards Association ("KSBA"); the Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. ("CAC"); the Lexington-Fayette Urban County Government ("LFUCG"); Big Rivers Electric Corporation ("BREC"); the Association of Community Ministries, Inc. ("ACM"); the International Brotherhood of Electrical Workers, Local 2100 ("IBEW"); and The Metropolitan Housing Coalition, Inc. ("MHC"). (The Joint Applicants and all of the intervenors are collectively the "Parties.")

The Parties have submitted into the record of this proceeding testimony, data requests, and responses to data requests.

Q. **Did the Parties and Commission Staff meet to discuss a possible settlement of these proceedings?**

A. Yes. The Parties and Commission Staff met at the Commission’s offices and engaged in arm’s-length negotiations on August 26, 27, and 30, 2010, to discuss terms on which it might be possible to reach a unanimous settlement agreement among the Parties. Those negotiations were ultimately successful. Therefore, the Parties are

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\(^4\) Regulatory Commitment No. 34.
\(^5\) Regulatory Commitment No. 16.
\(^6\) Regulatory Commitment No. 36.
submitting for the Commission’s consideration, and are recommending the
Commission to adopt all of the terms of, the Settlement Agreement attached hereto as
Exhibit LEB-1. The Parties recommend the terms of the Settlement Agreement as a
fair, just, and reasonable compromise between the Parties’ various interests, and
believe that adopting all of its terms as the final resolution of this proceeding would
ensure that the proposed transaction is in the public interest, more than satisfying the
requirements of KRS 278.020(6). The Parties have further stipulated in the
Settlement Agreement that the resolution of this proceeding pursuant to the
Settlement Agreement is in accordance with law and for a proper purpose, as
contemplated by KRS 278.020(6), and that PPL has the financial, technical, and
managerial abilities to ensure that LG&E and KU continue to provide reasonable
service, as required by KRS 278.020(5).

Because the Parties negotiated the Settlement Agreement to be a
comprehensive and global resolution of the issues in this proceeding, they do not
recommend any particular element(s) of it in isolation, but rather respectfully submit
that all of its terms taken together, if adopted by the Commission, would produce a
fair, just, and reasonable result that is very much in the public interest.

Recognizing that the Settlement Agreement is the product of compromise and
negotiation between the Parties’ positions, all of which may reasonably be litigated in
future change of control cases, the Parties further respectfully request and recommend
that if the Commission determines to adopt in its final orders the terms of the
Settlement Agreement, it should do so with the explicit caveat that the orders should
not be used as precedent, either before the Commission or elsewhere.
Finally, the Parties respectfully request and recommend that the Commission not impose any additional conditions to, or burdens upon, the proposed change of control transaction or any of the Joint Applicants in approving the proposed transaction. As I explain in greater detail below, the Joint Applicants have made significant concessions to achieve the Settlement Agreement; any further conditions, requirements, or burdens would upset the carefully crafted and balanced consideration reached by the Joint Applicants and the Parties.

Q. What kinds of divergent interests do the Parties represent?

A. The Parties represent the entire spectrum of interests and groups present in LG&E's and KU's service territories, and comprise all of the parties to these proceedings. The Parties include the AG, who is tasked by statute to represent the interests of all customers. All major rate classes have at least one representative among the Parties: residential (CAC, ACM, and MHC), commercial (Kroger), and industrial (KIUC). The Parties represent the highly varied interests of low-income customers (CAC, ACM, and MHC), school districts (KSBA), businesses (Kroger), industrial companies (KIUC), unions (IBEW), municipalities (LFUCG), and even other electric utilities (BREC). Each of the Parties advocated vigorously for its interests, and they represent collectively as broad a spectrum of the public interest as could reasonably be assembled.

The proffered Settlement Agreement is a product of hard-fought but good-faith negotiations. Although the Commission certainly must render its final orders in this proceeding on the basis of all the evidence of record, the Parties respectfully request the Commission to adopt the terms of the Settlement Agreement as supported
by substantial evidence and as a fair, just, and reasonable resolution of this proceeding that satisfies all of the requirements of KRS 278.020(5) and (6).

**Regulatory Commitments**

Q. What regulatory commitments had the Joint Applicants made before entering into settlement negotiations?

A. The Joint Applicants filed their Joint Application in this proceeding with a list of 54 regulatory commitments, a list longer and more comprehensive than any contained in the previous applications filed for change of control of LG&E and KU, which previous applications the Commission ultimately approved. As noted above, the Joint Applicants’ regulatory commitments included commitments to:

- ensure that retail customers do not pay any costs of the proposed transaction;\(^7\)
- maintain LG&E’s and KU’s headquarters in Kentucky for 15 years;\(^8\)
- have no planned reductions in workforce as a result of the transaction;\(^9\)
  and
- maintain or improve current levels of community involvement, including charitable contributions, for ten years.\(^10\)

The Joint Applicants continue to believe that these regulatory commitments, taken with the rest of the evidence the Joint Applicants have submitted in this proceeding, are more than sufficient to demonstrate that the proposed transaction is

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\(^7\) Regulatory Commitment No. 8.
\(^8\) Regulatory Commitment No. 34.
\(^9\) Regulatory Commitment No. 16.
\(^10\) Regulatory Commitment No. 36.
Q. Given the sufficiency of the regulatory commitments the Joint Applicants made in their Joint Application, why did the Joint Applicants enter into negotiations to achieve the Settlement Agreement?

A. Although the Joint Applicants believed the regulatory commitments were sufficient to satisfy the relevant requirements of KRS 278.020(5) and (6), it has long been LG&E’s and KU’s policy under appropriate circumstances to seek broad agreement of interested parties in contested proceedings. I have been informed that PPL fully supports this policy and follows the same approach in proceedings before the Pennsylvania Utility Commission. This approach has the benefit of fostering understanding and good will among the interested parties, and ensures the public interest truly is served by having the designated, experienced representatives of different interest groups speak plainly and negotiate vigorously for their respective constituencies. This process has the further benefit of permitting the Joint Applicants to offer certain kinds of benefits to interested parties that the Commission could not order through a non-negotiated resolution to the proceeding.

Base Rate Stay-Out Commitment

Q. What is an example of a benefit the Joint Applicants were able to offer the intervenors in the Settlement Agreement that the Commission could not order absent a settlement?

A. The best example of such a benefit in the Settlement Agreement is the cornerstone of the agreement, namely the base rate stay-out commitment found in Article I. The commitment prevents LG&E and KU from implementing new base rates for any of
their utility operations before January 1, 2013, subject to limited exceptions. LG&E
and KU may file base rate cases before that date, but no new base rates may go into
effect before January 1, 2013.11

Q. Why were PPL, PPL Kentucky, LG&E, and KU willing to make a commitment
as significant as a multi-year base rate stay-out?

A. As all of the Parties would acknowledge, this was the hardest-fought of the
concessions made; however, PPL, PPL Kentucky, LG&E, and KU all believe that an
agreed, negotiated outcome to this proceeding is best for all of the Parties and best
serves the public interest. This commitment carefully balances the interest of
LG&E’s and KU’s retail customers in rate stability with the requirement of LGE and
KU to have strong financial health. It clearly demonstrates PPL’s commitment to
working in Kentucky customers’ interests as LG&E’s and KU’s ultimate parent, as
well as PPL’s desire to remain as the utilities’ ultimate parent for a long time to come.
For those reasons, PPL, PPL Kentucky, LG&E, and KU were willing and able to
make a commitment as significant as the multi-year base rate stay-out.

Q. Why are there exceptions to the stay-out commitment, and what are they?

A. Although PPL, PPL Kentucky, LG&E, and KU have committed not to place new base
rates into effect before January 1, 2013, there must be a bound of reasonableness to
the commitment; that is what the exceptions to the commitment provide. First,
Section 1.2.1 provides that each of LG&E and KU will retain the independent right to
seek Commission approval to defer extraordinary and uncontrollable costs (e.g., ice
or wind storm costs). As we know from recent history, such costs can be quite large
and must be recovered if the utilities are to remain financially healthy and capable of

11 Settlement Agreement Section 1.1.
continuing to provide excellent service. Deferring the costs in regulatory assets has
proven to be a reasonable and effective mechanism to recover such costs, which is
why the Parties have agreed to this exception to the stay-out commitment. Notably,
though, this exception does not include a right to seek deferral for future base rate
recovery of any costs of the change of control transaction (e.g., transaction costs,
costs to achieve savings and management retention bonuses).

The second exception to the stay-out commitment is in Section 1.2.2 of the
Settlement Agreement, which states that LG&E and KU will retain the right to seek
emergency rate relief under KRS 278.190(2) to avoid a material impairment or
damage to their credit or operations. Like the first exception, this provision ensures
the utilities will be able to remain financially sound during the stay-out term. It
would be highly imprudent and unreasonable not to have such an exception in place.

Section 1.2.3 of the Settlement Agreement contains the third and final
exception to the stay-out commitment. It provides that the stay-out commitment will
not apply, directly or indirectly, to the operation of any of LG&E’s and KU’s cost-
recovery surcharge mechanisms (e.g., their environmental cost recovery, fuel charge
cost recovery, and demand-side management mechanisms) at anytime during the
stay-out term. The exception specifically allows base-rate roll-ins, which are part of
the normal operation of such mechanisms. This is in keeping with the utilities’
longstanding, standard practice, and is neutral from a customer-cost perspective.

**Acquisition Savings Sharing Deferral**

**Q.** What is the proposed Acquisition Savings Sharing Deferral?

**A.** KIUC witness Lane Kollen proposed a means of potentially sharing any acquisition-
related savings with LG&E’s and KU’s customers in his pre-filed direct testimony in
this proceeding. Mr. Kollen named his proposed sharing methodology the “Acquisition Savings Sharing Deferral” (“ASSD”).\textsuperscript{12} Under the terms of Settlement Agreement Article II, LG&E and KU have agreed to implement the ASSD, with certain modifications, in exchange for the elimination of Regulatory Commitment No. 39 from the Joint Applicants’ Application Exhibit D.\textsuperscript{13} The ASSD will be implemented for each of LG&E’s and KU’s utility operations (i.e., LG&E gas, LG&E electric, and KU) until five calendar years from the date on which the Commission approves the Settlement Agreement or the first day of the calendar year during which the utility operation’s new base rates go into effect, whichever comes first.\textsuperscript{14}

Under the modified terms of the ASSD, LG&E and KU will book a corresponding regulatory liability for 50\% of the revenue that any of LG&E’s and KU’s utility operations earn in excess of a return on equity (“ROE”) of 10.75\%.\textsuperscript{15} Each utility operation’s ROE will be calculated on a calendar-year basis beginning on January 1, 2011, in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549, modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549.\textsuperscript{16} Each utility operation will amortize its regulatory liabilities created under the ASSD, if any, in base rates for a period to be determined by the Commission in the utility operation’s next base rate case.\textsuperscript{17} This will have the effect of distributing to the ratepayers 50\% of any utility earnings over the 10.75\% benchmark.

\textsuperscript{12} Direct Testimony of Lane Kollen on Behalf of the Kentucky Industrial Utility Customers, Inc., at 15-19.
\textsuperscript{13} Settlement Agreement Section 2.1.
\textsuperscript{14} Settlement Agreement Section 2.9.
\textsuperscript{15} Settlement Agreement Sections 2.3 and 2.6.
\textsuperscript{16} Settlement Agreement Section 2.2.3.
\textsuperscript{17} Settlement Agreement Section 2.7.
While the ASSD methodology is in effect, if the actual earned ROE for any of LG&E’s and KU’s utility operations exceeds 10.75%, the dollar amount of the deferral for the regulatory liability will be computed in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549 (detailed in Rives Exhibit 8), modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549.\textsuperscript{18} For the purposes of calculating the utility operations’ ROEs, all capital, capitalization, cost rates for debt, operating revenue, operating expense, and net income calculations, including adjustments thereto, will be performed in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549, modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549.\textsuperscript{19} This approach has the advantages of using a straightforward and well accepted method for calculating the potential regulatory liability and using a transparent, but efficient process for the review of they calculation.

Q. Why is the proposed ASSD in the public interest?

A. The Joint Applicants had proposed a regulatory commitment that would have required PPL to file with the Commission within 60 days after the closing of the proposed acquisition a petition setting forth a formal analysis of any potential synergies and benefits from the transaction and a proposed methodology for allotting an appropriate share of the potential synergies and benefits to LG&E’s and KU’s ratepayers.\textsuperscript{20} The ASSD is in the public interest because it efficiently addresses

\textsuperscript{18} Settlement Agreement Section 2.4.
\textsuperscript{19} Settlement Agreement Sections 2.2.1 and 2.2.2.
\textsuperscript{20} Regulatory Commitment No. 39.
several potentially time-consuming and highly contested issues: (1) whether there are any possible savings created by the PPL acquisition, and if so the amount of the savings and (2) whether and, if so, how customers should receive any of the savings through rates. The ASSD provides a comprehensive resolution of these questions without the need for protracted, costly and time-consuming proceedings and litigation that can arise from investigations into estimated savings and how they should be shared between customers and shareholders. The ASSD is also in the public interest because it strikingly an appropriate balance between the need of E.ON US, LG&E and KU to focus on the management of their businesses without the potential impediment of estimated savings as a measure of their success while offering customers the opportunity to receive 50% of the earnings over 10.75% without a debate on the cause of the earnings or the tracking of savings. For this reason, the Settlement Agreement provides that the ASSD will replace that regulatory commitment.  

Q. What filings will LG&E and KU make with the Commission concerning the ASSD on an annual basis?  

A. LG&E and KU will file with the Commission annual applications by April 1 of each year beginning on April 1, 2012, for Orders approving their ASSD calculations and their annual deferral amounts, if any.  

The annual applications will include the work papers and source documents for the calculations. The scope of each annual review by the Commission of the ASSD calculations will be limited to checking the accuracy of the calculations, confirming that the source documents support the values used in

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21 Settlement Agreement Section 2.1.  
22 Settlement Agreement Section 2.5.  
23 Id.
the calculations, and ensuring that LG&E and KU have complied with the terms of
the Settlement Agreement. To ensure that the scope of the review proceedings stay
so limited, the Parties have committed not to propose any pro forma adjustments to
the annual ASSD computations or determinations by the Commission that are
different than, or in addition to, those stated in Settlement Agreement Article II. LG&E and KU will serve copies of their annual filings on the AG and KIUC, as well
as on any of the other Parties to the Settlement Agreement that request to be served,
so that interested parties have an opportunity to participate in the annual review
proceedings.

Protection of Utility Resources

Q. What commitments have PPL, PPL Kentucky, LG&E, and KU made in the
Settlement Agreement to keep the utilities financially healthy and insulated from
PPL’s general administrative costs?

A. PPL, PPL Kentucky, LG&E, and KU have made a number of commitments to ensure
that the financial health of LG&E and KU is preserved following the proposed
acquisition, and to ensure that PPL’s general administrative costs are not “pushed
down” to the utilities.

First, PPL has acknowledged in the Settlement Agreement that attempts to
alter LG&E’s and KU’s capital structures could adversely affect the utilities’ cost of
capital and financial integrity; therefore, PPL has agreed to assist LG&E and KU to

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24 Id.
25 Settlement Agreement Section 2.8.
26 Settlement Agreement Section 2.5.
27 For convenience, E.ON U.S. LLC is referred to herein as “PPL Kentucky” in the settlement agreement and
this record to reflect the fact that the name of E.ON U.S. LLC will change following the PPL acquisition.
maintain balanced capital structures. This commitment is directly aimed at maintaining the financial health of the utilities, and supplements the multiple kinds of reporting and review the utilities already provide, and will provide post-transaction, to the Commission, including the monthly filing with the Commission of financial statements, quarterly Securities Exchange Commission filings that will be required post-transaction, and semi-annual environmental surcharge mechanism reviews. This Settlement Agreement commitment, in addition to such Commission monitoring and review filings and proceedings, should be more than adequate to ensure the utilities remain financially sound and adequately supported by equity capital.

Second, for a period of two years following the Commission’s final order approving the Settlement Agreement, PPL has committed to report to the Commission any credit rating agency downgrade of the debt of PPL or any of PPL’s Kentucky-based operating subsidiaries within 30 days of such downgrade. In its report to the Commission, PPL will supply to the Commission and all interested Parties a copy of the publicly available rating agency report containing such downgrade. In addition, for a period of one year following the Commission’s final order approving the Settlement Agreement, PPL has committed to supply to the Commission and all interested Parties a copy of any and all publicly available credit rating agency reports on PPL Corporation within 30 days of the issuance of such reports.

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28 Settlement Agreement Section 3.1.
29 See Regulatory Commitment Nos. 21 and 22.
30 Settlement Agreement Section 3.5.
31 Id.
reports. These commitments will assist the Commission in monitoring the utilities’ ongoing financial health.

Third, in connection with Regulatory Commitment No. 8, LG&E and KU have committed to exclude expenses, such as depreciation or amortization, if any, associated with other push-down accounting adjustments when determining amounts to be recovered from ratepayers, as stated in the Joint Applicants’ response to KIUC Data Request No. 2-2. Furthermore, PPL has committed that neither it nor its service company will allocate costs to LG&E or KU including, but not limited to, general corporate or service company overheads, except those costs directly incurred for the provision of goods or services to the utilities and that are directly assigned for that purpose. The costs for goods and services provided to LG&E and KU by PPL or its service company will be determined in the same manner the costs for goods and services are determined when provided to LG&E and KU by E.ON U.S. Services, Inc. These commitments protect the utilities and their customers from bearing costs unrelated to benefits they receive.

Fourth, PPL Kentucky, LG&E and KU have committed to maintain appropriate tail insurance policies and coverage levels to help ensure they will be able to meet outstanding obligations following the acquisition.

These provisions of the Settlement Agreement supplement the provisions in the regulatory commitments that address the protection of utility resources, the

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32 Settlement Agreement Section 3.6.
33 Settlement Agreement Section 3.2.
34 Settlement Agreement Section 3.3.
35 Id.
36 Settlement Agreement Section 3.7.
monitoring of the holding company and its subsidiaries, and the adequacy of reporting to the Commission. 37

**Labor- and Workforce-Related Matters**

Q. How have the Joint Applicants committed in the Settlement Agreement to protect their workforce following the proposed acquisition transaction?

A. The Settlement Agreement contains two provisions that address labor and workforce relations. The first is a commitment by PPL, PPL Kentucky, and LG&E that there will be no reductions to the unionized workforce of LG&E as a result of the change of control transaction. 38 This commitment complements Regulatory Commitment No. 16, which states that the Joint Applicants have no plan to reduce LG&E’s or KU’s workforce as a result of the proposed transaction.

The second provision is a confirmation by PPL, PPL Kentucky, and LG&E that Regulatory Commitment No. 11 means that PPL will honor the terms of the Neutrality Agreement between LG&E and IBEW Local 2100, which was most recently renewed in November 2008. 39

These provisions of the Settlement Agreement supplement the provisions in the regulatory commitments that address labor and workforce related matters. 40

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37 Those regulatory commitments are summarized at pages 20-24 of the Joint Application.
38 Settlement Agreement Section 4.2.
39 Settlement Agreement Section 4.1.
40 Those regulatory commitments are summarized at page 27 of the Joint Application.
Low-Income and Charitable Matters

Q. What commitments have the Joint Applicants made in the Settlement Agreement concerning low-income and charitable interests?

A. To demonstrate their ongoing commitment to the communities they serve, and in particular the most vulnerable of the utilities’ customers, the Joint Applicants have made a number of commitments in the Settlement Agreement to supplement those made in the regulatory commitments in Exhibit D to the Joint Application in this proceeding. First, in connection with Regulatory Commitment No. 36, PPL Kentucky, LG&E, and KU have agreed to extend from 10 to 15 years their commitment to maintain or improve their current level of charitable contributions.\(^{41}\)

Also in that vein, LG&E and KU have committed to extend by two years each of their contribution commitments to the ACM/Metro Match, Wintercare, and HEA programs made in their most recent base rate cases (Case Nos. 2009-00548 and 2009-00549).\(^{42}\)

Second, PPL, PPL Kentucky, LG&E, and KU have made two commitments in the Settlement Agreement to increase and enhance stakeholder participation in low-income policy and procedure discussions. One such commitment is that as part of PPL’s review of LG&E’s and KU’s current and potential policies and practices concerning low-income customers (Regulatory Commitment No. 43), LG&E and KU have committed to hold a series of meetings with representatives of low-income advocacy groups operating in both service territories and the AG to discuss existing and potential offerings, including PPL Electric Utilities Corporation’s offerings to

\(^{41}\) Settlement Agreement Section 5.1.

\(^{42}\) Settlement Agreement Section 5.4.
low-income customers.\textsuperscript{43} Another is that PPL Kentucky, LG&E, and KU have agreed
to alternate the meeting locations for the Customer Commitment Advisory Forum
(“CCAF”) between the LG&E and KU service territories, and that PPL Kentucky will
ensure that the membership of the CCAF will be representative of, and balanced
between, the entire LG&E and KU service territories, with the agendas of such
meetings to be drafted with input from consumer advocate groups.\textsuperscript{44}

Third, LG&E and KU have agreed to continue the 15-cent-per-meter charge
for funding the Home Energy Assistance Program for an additional three-year term
(i.e., through September 30, 2015), assuming the Commission approves the charge.\textsuperscript{45}
This program has assisted many low-income customers who have needed assistance
with their energy bills, and this commitment will help ensure the program has funds
to continue that assistance for years to come.

Fourth, LG&E and KU have committed to review certain existing programs to
assist low-income and other customers to ensure those programs are operating as well
as they reasonably can. To that end, LG&E has agreed to review the restrictions on
the administrative costs and the emergency fund portion of the ASAP program that is
run by Affordable Energy Corporation.\textsuperscript{46} Also, LG&E and KU have committed to
review the We Care program for further improvements to better integrate it with city,
community action, and other similar weatherization programs.\textsuperscript{47} Lastly, LG&E and
KU have committed to review, with input from low-income groups, best practices in

\textsuperscript{43} Settlement Agreement Section 5.2.
\textsuperscript{44} Settlement Agreement Section 5.3.
\textsuperscript{45} Settlement Agreement Section 5.5.
\textsuperscript{46} Settlement Agreement Section 5.6.
\textsuperscript{47} Settlement Agreement Section 5.7.
estimating Budget Payment Plan payments to avoid high “true-up” bills, which
review will start no later than six months from the date of the Commission’s final
Order approving the Settlement Agreement.\textsuperscript{48}

These provisions of the Settlement Agreement supplement the provisions in
the regulatory commitments that address the relationships of PPL and its Kentucky
subsidiaries with the community, including low-income customers and charitable
interests.\textsuperscript{49}

\textbf{School-Related Matters}

\textbf{Q.} What commitments have the Joint Applicants made in the Settlement
Agreement to address the concerns of their school customers?

\textbf{A.} Recognizing the importance of schools to the welfare of the Commonwealth
generally, and their value as LG&E’s and KU’s customers, the utilities have made
commitments in the Settlement Agreement specifically aimed at addressing concerns
raised by schools through the KSBA. First, KU and LG&E have agreed to appoint an
account manager to act as a single point of contact for school districts and schools
(public and private) in each of the service areas to provide knowledgeable and timely
service to schools.\textsuperscript{50} LG&E and KU have further committed that the account
manager will meet with KSBA representatives and the AG within 60 days after the
closing of the acquisition transaction to discuss and resolve where possible each of
the concerns listed in the KSBA testimony in this proceeding.\textsuperscript{51}

\textsuperscript{48} Settlement Agreement Section 5.8.
\textsuperscript{49} Those regulatory commitments are summarized at pages 26-27 of the Joint Application.
\textsuperscript{50} Settlement Agreement Section 6.1.
\textsuperscript{51} Settlement Agreement Section 6.2.
Second, KU has committed to maintain an All-Electric Schools (AES) tariff as long as a separate tariff is justified by cost of service studies.\textsuperscript{52} The KSBA and a number of schools have expressed a strong desire to continue the tariff, and KU will do so consistent with its obligation to provide cost-of-service-based rates to all of its customers, which is why the commitment with respect to the AES tariff is conditioned by cost-of-service justification.

### Other Matters

**Q. Have PPL, PPL Kentucky, LG&E, and KU made any other commitments in the Settlement Agreement?**

**A.** Yes. PPL Kentucky, LG&E, and KU have made several other commitments in the Settlement Agreement to ensure that the acquisition transaction unquestionably will be in the public interest. First, recognizing the importance of economic development to the Commonwealth generally and to existing businesses and industries, PPL Kentucky, LG&E, and KU have agreed to consult with the KIUC and the AG (if available) concerning economic development issues.\textsuperscript{53} This consultation commitment is consistent with Regulatory Commitment Nos. 40 and 51, under which PPL, PPL Kentucky, LG&E, and KU committed to be pro-active concerning economic development opportunities, and to consult with the Governor and state agencies concerning such opportunities.

Second, PPL, PPL Kentucky, LG&E, and KU have committed that there will be no erosion of LG&E’s and KU’s commitment to DSM/energy efficiency programs, and that the overall scope of the existing programs will be maintained or

\textsuperscript{52} Settlement Agreement Section 6.3.
\textsuperscript{53} Settlement Agreement Section 7.1.
increased (though some programs may be discontinued or modified as needed to maintain effectiveness of particular programs and overall portfolio). In addition, LG&E and KU will continue to use the current advisory group process to obtain periodic input from interested persons regarding DSM/energy efficiency programs. This commitment will help ensure that these popular and productive programs remain effective and responsive to customers' energy efficiency needs. In that vein, LG&E and KU have also committed in the Settlement Agreement to perform a cost-benefit analysis concerning their proposed Energy Education Center to ensure it, too, will be an overall benefit to customers.

Third, LG&E and KU have committed to advance a web-based self-service portal that will offer online billing and energy data management. This offering should assist customers to manage better their energy consumption and bills. Additionally, LG&E and KU have agreed to work with interested parties to help such parties to set up the technology and to provide user training.

Fourth, PPL and PPL Kentucky have committed in the Settlement Agreement that the proposed acquisition transaction will have no effect or impact on various agreements associated with the unwind and termination of the lease agreement with BREC, and that the PPL Kentucky and its affiliates will continue to be bound by and for the terms of those agreements. None of PPL, PPL Kentucky, LG&E, and KU

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54 Settlement Agreement Section 7.2.
55 Id.
56 Settlement Agreement Section 7.6.
57 Settlement Agreement Section 7.3.
58 Settlement Agreement Section 7.4.
has any intention of doing anything other than honoring their obligations under those agreements after the closing of the proposed acquisition transaction.

Fifth, and finally, as a further assurance that LG&E’s and KU’s customers will be shielded from costs incurred by PPL and its other subsidiaries, PPL has committed in the Settlement Agreement that no costs of the nuclear power from the Susquehanna plant will be shifted to Kentucky ratepayers.59

Q. Have the Parties agreed that the Commission should approve the Joint Application in this proceeding, as modified by the Settlement Agreement?

A. Yes, the Parties have agreed that, except as modified by the Settlement Agreement, the Commission should approve the Joint Application submitted in this proceeding. The Joint Application demonstrates the transaction meets the regulatory criteria for obtaining the approval of a change in control in ownership, including that the transaction is consistent with the public interest; and the Settlement Agreement provides further evidence that transaction is consistent with the public interest.

Q. Except as modified by the Settlement Agreement, have the Joint Applicants committed to honor the Regulatory Commitments they made in their Joint Application in this proceeding?

A. Yes, as noted above in my testimony the Joint Applicants have in the Settlement Agreement unequivocally re-committed to the Regulatory Commitments contained in Exhibit D to their Joint Application, except as modified by the Settlement Agreement.

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59 Settlement Agreement Section 7.5.
The Settlement Agreement has served to enhance, not detract from, the Regulatory Commitments, and have made the proposed acquisition transaction undeniably in the public interest.

Q. Do you have a recommendation?

A. Yes. The Parties respectfully recommend that the Commission approve the Joint Applicants' Joint Application in this proceeding, as modified by the provisions, terms, and conditions of the Settlement Agreement, to transfer ownership and control of LG&E and KU to PPL (via PPL’s acquisition of E.ON U.S. LLC, referred to herein for convenience as PPL Kentucky) as fully satisfying all of the requirements of KRS 278.020(5) and (6). The Regulatory Commitments the Joint Applicants made before entering into the settlement process were the most extensive and comprehensive list of such commitments yet involving a change of control of LG&E and KU.\(^{60}\) The Regulatory Commitments included, among others, commitments to ensure that retail customers do not pay any costs of the proposed transaction;\(^{61}\) maintain LG&E’s and KU’s headquarters in Kentucky for 15 years;\(^{62}\) have no planned reductions in workforce as a result of the transaction;\(^{63}\) and maintain or improve current levels of community involvement, including charitable contributions, for ten years.\(^{64}\) These commitments ensured that the proposed acquisition transaction would have been in the public interest even absent the Settlement Agreement. But with the Settlement Agreement's additional commitments and conditions, there is no

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\(^{60}\) The Regulatory Commitments are summarized at pages 20-28 of the Joint Application.

\(^{61}\) Regulatory Commitment No. 8.

\(^{62}\) Regulatory Commitment No. 34.

\(^{63}\) Regulatory Commitment No. 16.

\(^{64}\) Regulatory Commitment No. 36.
1 doubt that the proposed transaction meets all of the requirements of KRS 278.020(5)

2 and (6).

3 Q. Does this conclude your testimony?

4 A. Yes.
VERIFICATION

COMMONWEALTH OF KENTUCKY  )  SS:
COUNTY OF JEFFERSON  )

The undersigned, Lonnie E. Bellar, being duly sworn, deposes and says that he is Vice President, State Regulation and Rates for Kentucky Utilities Company and Louisville Gas and Electric Company and an employee of E.ON U.S. Services, Inc., and that he has personal knowledge of the matters set forth in the foregoing testimony, and that the answers contained therein are true and correct to the best of his information, knowledge and belief.

Lonnie E. Bellar

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 1

September 2010.

(SEAL)

Notary Public

My Commission Expires:

November 9, 2010
Exhibit LEB-1
SETTLEMENT AGREEMENT, STIPULATION, AND RECOMMENDATION

This Settlement Agreement, Stipulation, and Recommendation ("Settlement Agreement") is entered into this 1st day of September, 2010, by and among PPL Corporation ("PPL"), E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC (for convenience, E.ON U.S. LLC is referred to herein as "PPL Kentucky"), Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU") (referred to collectively herein as "the Joint Applicants"); Attorney General of the Commonwealth of Kentucky, Office of Rate Intervention ("AG"); Kentucky Industrial Utility Customers, Inc. ("KIUC") and the interests of its participating members as represented by and through the KIUC; Lexington-Fayette Urban County Government ("LFUCG"); Big Rivers Electric Corporation ("BREC"); International Brotherhood of Electrical Workers, Local 2100 ("IBEW"); The Kroger Co. ("Kroger"); Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. ("CAC"); Association of Community Ministries, Inc. ("ACM"); Kentucky School Boards Association ("KSBA"); and The Metropolitan Housing Coalition, Inc. ("MHC"), in the proceeding involving the Joint Applicants, which is the subject of this Settlement Agreement, as set forth below. (The Joint Applicants, AG, KIUC, LFUCG, BREC, IBEW, Kroger, CAC, ACM, KSBA and MHC are referred to collectively herein as the "Parties.")

WITNESSETH:

WHEREAS, the Joint Applicants filed on May 28, 2010, with the Kentucky Public Service Commission ("Commission") their Application and Testimony in In the Matter of: The Joint Application of PPL Corporation, E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC, Louisville Gas and Electric Company and Kentucky Utilities Company for Approval of an Acquisition of Ownership and Control of Utilities, and the Commission established Case No. 2010-00204 for the same (hereinafter referred to as the "acquisition proceeding");
WHEREAS, the AG, KIUC, LFUCG, BREC, IBEW, Kroger, CAC, ACM, KSBA, and MHC have been granted intervention by the Commission in the acquisition proceeding;

WHEREAS, an informal conference in the acquisition proceeding, attended in person or by teleconference by representatives of the Parties and Commission Staff took place on August 26, 27, and 30, 2010, at the offices of the Commission, during which a number of procedural and substantive issues were discussed, including terms and conditions related to the issues pending before the Commission in the acquisition proceeding that might be considered by the Parties to constitute reasonable means of addressing their concerns;

WHEREAS, the Parties desire to recommend to the Commission that it enter its Order in the acquisition proceeding setting the terms and conditions that the Parties believe are reasonable as stated herein;

WHEREAS, it is understood by all Parties that this Settlement Agreement is a stipulation among the Parties concerning all matters at issue in the acquisition proceeding pursuant to 807 KAR 5:001, Section 4(6);

WHEREAS, the Parties have spent many hours to reach the stipulations and agreements that form the basis of this Settlement Agreement;

WHEREAS, the Parties, who represent diverse interests and divergent viewpoints, agree that this Settlement Agreement, viewed in its entirety, is a fair, just, and reasonable resolution of all the issues in the acquisition proceeding;

WHEREAS, the Parties agree that PPL has the financial, technical, and managerial abilities to ensure that LG&E’s and KU’s utility operations (i.e., LG&E gas, LG&E electric, and KU) continue to provide reasonable service, as required by KRS 278.020(5);
WHEREAS, the Parties agree that resolution of the acquisition proceeding pursuant to this Settlement Agreement is in accordance with law, for a proper purpose, and is consistent with the public interest, all as contemplated by KRS 278.020(6); and

WHEREAS, the Parties recognize that this Settlement Agreement constitutes only an agreement among, and a recommendation by, themselves, and that all issues remain open for consideration by the Commission at the formal hearing in the acquisition proceeding.

NOW, THEREFORE, in consideration of the premises and conditions set forth herein, the Parties hereby stipulate, agree, and recommend as follows:

ARTICLE I. Stay-Out Commitment

Section 1.1. LG&E and KU commit to a base-rate “stay out” until January 1, 2013, such that any proposed new base rates shall not take effect before that date. Therefore, LG&E and KU may file base rate applications during 2012, but the proposed base rates shall not take effect before January 1, 2013.

Section 1.2. The terms of Section 1.1 shall not apply to the following:

Section 1.2.1. Each of LG&E and KU will retain the independent right to seek the approval from the Commission of the deferral of extraordinary and uncontrollable costs (e.g., ice or wind storm costs), but excluding any costs of the change of control transaction that is the subject matter of the acquisition proceeding (e.g., transaction costs, costs to achieve savings, and management retention bonuses).

Section 1.2.2. The utilities will retain the right to seek emergency rate relief under KRS 278.190 (2) to avoid a material impairment or damage to their credit or operations.
Section 1.2.3. The provisions in Section 1.1 shall not apply, directly or indirectly, to the operation of any of LG&E’s and KU’s cost-recovery surcharge mechanisms (e.g., their environmental cost recovery, fuel charge cost recovery, and demand-side management mechanisms) at any time during the term of Section 1.1, including any base-rate roll-ins, which are part of the normal operation of such mechanisms.

ARTICLE II. Acquisition Savings Sharing Deferral Methodology

Section 2.1. In exchange for eliminating Regulatory Commitment No. 39 (requiring the filing of a synergies analysis and sharing methodology) from the Joint Applicants’ Application Exhibit D, LG&E and KU agree to adopt and implement the Acquisition Savings Sharing Deferral (“ASSD”) methodology subject to the conditions in this Article II.

Section 2.2. The annual ASSD computations for LG&E and KU will be made on a calendar year basis beginning January 1, 2011 as follows:

Section 2.2.1. The computation of the adjusted jurisdictional revenues, expenses, and net operating income of LG&E’s and KU’s utility operations (i.e., LG&E gas, LG&E electric, and KU) will use the calculations in Rives Exhibit 1 in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549, modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549. The following revenue and expense adjustments will be included, as applicable:

- Adjustment to eliminate unbilled revenues
- To adjust mismatch in fuel cost recovery
- To adjust base rates and FAC to reflect a full year of the base rate change and FAC roll-in
• Adjustment to eliminate Environmental Surcharge revenues and expenses
• To adjust base rate revenues and expenses to reflect a full year of the ECR roll-in
• Off-system sales revenue adjustment for the ECR calculation
• To eliminate net brokered and financial swap revenues and expenses
• To eliminate rate mechanism revenue accruals
• To eliminate DSM revenue and expenses
• Adjustment to annualize year-end customers
• Adjustment to reflect annualized depreciation expenses
• Adjustment to reflect increases in labor and labor related costs
• Adjustment for pension, post retirement, and post employment costs
• Adjustment to reflect normalized storm damage expense
• Adjustment for injuries and damages FERC account 925
• Adjustment to eliminate advertising expenses pursuant to Commission Rule 807 KAR 5:016
• Adjustment to remove out-of-period items
• Adjustment to gas revenue and expenses to eliminate gas supply cost
• Adjustment to gas revenues for temperature normalization
• Prior income tax true-ups and adjustments

Section 2.2.2. The calculation of the adjusted jurisdictional capitalization, capital structure, and the cost rates for debt of LG&E or KU will use the computations as detailed in Rives Exhibit 2 and Rives Exhibit 3 in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549, modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549. The following capitalization adjustments will be included, as applicable:
• Reacquired Bonds (not retired)
• Undistributed Subsidiary Earnings
• Investment in EEI
• Investments in OVEC and Other
• Trimble County Inventories
• Job Development Investment Credits
• Advanced Coal Investment Tax Credit
• Environmental Compliance Plans

Section 2.2.3. The calculation of the actual earned rate of return on common equity of LG&E and KU (i) will use the computations as detailed in Rives Exhibit 9 in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549, modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549, and (ii) must reflect the adjusted jurisdictional net operating income, the adjusted jurisdictional capitalization, adjusted capital structure, and the reporting period end cost rates for debt calculated in conformity with the Section 2.2.1 and 2.2.2 computations.

Section 2.3. The threshold rate of return on common equity to be used in the ASSD methodology is 10.75%.

Section 2.4. If the actual earned rate of return on common equity for LG&E or KU, as computed in Section 2.2 is in excess of the Section 2.3 threshold rate of return on common equity, then the calculation of the revenue requirement equivalent of the excess return will be computed as detailed in Rives Exhibit 8 in the same manner as presented in the applications of LG&E and KU in Case Nos. 2009-00548 and 2009-00549, modified only to the extent explicitly stated in the Commission’s Orders in Case Nos. 2009-00548 and 2009-00549.
Section 2.5. LG&E and KU will file with the Commission by April 1 of each calendar year, beginning April 1, 2012, annual applications for Orders approving their calculations in the ASSD methodology and their annual deferral amount, if any. The annual applications will include the work papers and source documents for the calculations in Section 2.2. Copies of each annual application will be served on the AG and KIUC, and to any other Party upon request. The scope of each annual review by the Commission of the calculations in the ASSD methodology will be limited to checking the accuracy of the calculations, confirming that the source documents support the values used in the calculations, and ensuring that LG&E and KU have complied with the terms of the Settlement Agreement.

Section 2.6. The Parties agree that 50% of the revenue requirement equivalent of the excess return amount for each utility operation, if any, as determined in Section 2.4 will be deferred as a regulatory liability for that utility operation pursuant to the Commission Order approving the annual deferral amount under Section 2.5.

Section 2.7. The annual ASSD deferral amount, if any, as established by the Commission Order in Section 2.5 shall be recorded by each utility operation in a regulatory liability account and returned to customers through an annual amortized amount in base rates for a period to be determined in the utility operation's next base rate case.
Section 2.8. LG&E, KU, and any intervening parties may not propose pro forma adjustments to the annual ASSD computations or determinations by the Commission different than, or additional to, those stated in Article II of this Settlement Agreement.

Section 2.9. The ASSD methodology for each of LG&E’s and KU’s utility operations will terminate on the earlier of the end of five calendar years or the first day of the calendar year during which new base rates go into effect for the utility operation.

ARTICLE III. Accounting and Other Financial Matters

Section 3.1. PPL acknowledges that attempts to alter LG&E’s and KU’s capital structures could adversely affect the utilities’ cost of capital and financial integrity; therefore, PPL will assist LG&E and KU in maintaining balanced capital structures.

Section 3.2. In connection with Regulatory Commitment No. 8, LG&E and KU commit to exclude expenses, such as depreciation or amortization, if any, associated with other push-down accounting adjustments when determining amounts to be recovered from ratepayers, as stated in the Joint Applicants’ response to KIUC Data Request No. 2-2.

Section 3.3. Neither PPL nor its service company will allocate costs to LG&E or KU including, but not limited to, general corporate or service company overheads, except those costs directly incurred for the provision of goods or services to the utilities and that are directly assigned for that purpose. The costs for goods and services provided to LG&E and KU by PPL or its
service company will be determined in the same manner the costs for goods and services are determined when provided to LG&E and KU by E.ON U.S. Services, Inc.

**Section 3.4.** With respect to Regulatory Commitment No. 6, LG&E and KU commit to obtain Commission approval prior to the transfer of any LG&E or KU Property, Plant and Equipment asset with an original book value in excess of $1 million.

**Section 3.5.** For a period of two years following the Commission’s final order approving this Settlement Agreement, PPL commits to report to the Commission and to the interested Parties any credit rating agency downgrade of the debt of PPL or any of PPL’s Kentucky-based operating subsidiaries within 30 days of such downgrade. In its report, PPL will supply to the Commission and the interested Parties a copy of the publicly available rating agency report containing such downgrade.

**Section 3.6.** For a period of one year following the Commission’s final order approving this Settlement Agreement, PPL will supply to the Commission and the interested Parties a copy of any and all publicly available credit rating agency reports on PPL Corporation within 30 days of issuance.

**Section 3.7.** PPL Kentucky, LG&E and KU commit to maintain appropriate tail insurance policies and coverage levels following the consummation of the change of control transaction.
ARTICLE IV. Labor- and Workforce-Related Matters

Section 4.1. PPL, PPL Kentucky, and LG&E confirm that Regulatory Commitment No. 11 means that PPL will honor the terms of the Neutrality Agreement between LG&E and IBEW Local 2100, which was most recently renewed in November 2008.

Section 4.2. PPL, PPL Kentucky, and LG&E commit that there will be no reductions to the unionized workforce of LG&E as a result of the change of control transaction.

ARTICLE V. Low-Income and Charitable Matters

Section 5.1. In connection with Regulatory Commitment No. 36, PPL Kentucky, LG&E, and KU agree to extend the term of the charitable contribution commitment from 10 years to 15 years.

Section 5.2. As part of PPL’s review of current and potential policies and practices concerning low-income customers (Regulatory Commitment No. 43), LG&E and KU commit to hold a series of meetings with representatives of low-income advocacy groups operating in both service territories, including those groups who have intervened in the acquisition proceeding and the AG (if available), to discuss existing and potential offerings, including PPL Electric Utilities Corporation’s offerings to low-income customers.

Section 5.3. PPL Kentucky, LG&E, and KU agree that the meeting locations for the Customer Commitment Advisory Forum (“CCAF”) will be alternated between LG&E and KU service territories, and that PPL Kentucky will ensure that the membership of the CCAF will be representative of, and
balanced between, the entire LG&E and KU service territories. The agendas for CCAF meetings will be drafted with input from consumer advocate groups.

Section 5.4. LG&E and KU commit that the level of charitable contributions in Regulatory Commitment No. 36 includes an extension by two years of each of the contribution commitments LG&E and KU made to the ACM/Metro Match, Wintercare, and HEA programs in their most recent base rate cases (Case Nos. 2009-00548 and 2009-00549).

Section 5.5. LG&E and KU agree to continue the 15-cent-per-meter charge for funding the Home Energy Assistance Program for an additional three-year term (i.e., through September 30, 2015).

Section 5.6. LG&E agrees to review the restrictions on the administrative costs and the emergency fund portion of the ASAP program that is run by Affordable Energy Corporation.

Section 5.7. LG&E and KU commit to review the We Care program for further improvements to better integrate it with city, community action, and other similar weatherization programs.

Section 5.8. LG&E and KU commit to review best practices in estimating Budget Payment Plan payments to avoid high “true-up” bills. This review will be conducted with input from representatives of low-income advocacy groups operating in both of LG&E’s and KU’s service territories, including those groups who have intervened in the acquisition proceeding, and will start no
later than six months from the date of the Commission’s final Order approving the Settlement Agreement.

ARTICLE VI. School-Related Matters

Section 6.1. KU and LG&E will appoint an account manager to act as a single point of contact for school districts and schools (public and private) in each of the service areas to provide knowledgeable and timely service to schools.

Section 6.2. The account manager will meet with KSBA representatives and the AG (if available) within 60 days after the closing of the acquisition to discuss and resolve where possible each of the concerns listed in the KSBA testimony in the acquisition proceeding.

Section 6.3. KU commits to maintain an AES tariff as long as a separate tariff is justified by cost of service studies.

ARTICLE VII. Other Matters

Section 7.1. PPL Kentucky, LG&E, and KU agree to consult with the KIUC and the AG (if available) concerning economic development issues.

Section 7.2. PPL, PPL Kentucky, LG&E, and KU commit that there will be no erosion of LG&E’s and KU’s commitment to DSM/energy efficiency programs, and that [i] the overall scope of the existing programs will be maintained or increased (though some programs may be discontinued or modified as needed to maintain effectiveness of particular programs and overall portfolio), and [ii] LG&E and KU will continue to use the current advisory group process to obtain periodic input from interested persons regarding DSM/energy efficiency programs.
Section 7.3. LG&E and KU commit to advancing a web-based self-service portal that will offer online billing and energy data management. Additionally, LG&E and KU will work with interested parties to set up the technology and provide user training.

Section 7.4. PPL and PPL Kentucky commit that the proposed acquisition transaction will have no effect or impact on various agreements associated with the unwind and termination of the lease agreement with BREC (including agreements between PPL Kentucky, on the one hand, and Century Aluminum of Kentucky General Partnership, Century Aluminum Company, Alcan Corporation, and/or Alcan Primary Products Corporation, on the other hand), and that PPL Kentucky and its affiliates will continue to be bound by and for the terms of their respective agreements with BREC, Century Aluminum of Kentucky General Partnership, Century Aluminum Company, Alcan Corporation, and Alcan Primary Products Corporation.

Section 7.5. PPL commits that no costs of the nuclear power from the Susquehanna plant will be shifted to Kentucky ratepayers.

Section 7.6. LG&E and KU commit to perform a cost-benefit analysis of the proposed Energy Education Center.

ARTICLE VIII. Miscellaneous Provisions.

Section 8.1. Except as specifically stated otherwise in this Settlement Agreement, the Parties agree that making this Settlement Agreement shall not be deemed in any respect to constitute an admission by any Party hereto that any
computation, formula, allegation, assertion, or contention made by any other Party in these proceedings is true or valid.

Section 8.2. The Parties agree that the foregoing stipulations and agreements represent a fair, just, and reasonable resolution of the issues addressed herein and are consistent with the public interest for purposes of approving the PPL acquisition pursuant to KRS 278.020(6).

Section 8.3. The Parties agree that, following the execution of this Settlement Agreement, the Parties shall cause the Settlement Agreement to be filed with the Commission by September 1, 2010, together with a recommendation that the Commission enter its Orders on or before September 30, 2010 implementing the terms and conditions herein to become effective on consummation of the PPL acquisition.

Section 8.4. Each signatory waives all cross-examination of the other Parties’ witnesses unless the Commission disapproves this Settlement Agreement, and each signatory further stipulates and recommends that the application (including the Regulatory Commitments in Exhibit D thereto), testimony, pleadings, and responses to data requests filed in the acquisition proceeding be admitted into the record (subject to all pending Petitions for Confidential Treatment and all applicable Confidentiality Agreements) and approved as filed, except as modified by this Settlement Agreement. The Parties stipulate that after the date of this Settlement Agreement they will not otherwise contest the Joint Applicants’ application in the acquisition proceeding, as modified by this Settlement Agreement, during the hearing.
of the acquisition proceeding, and that they will refrain from cross-examination of the Joint Applicants’ witnesses during the hearing, except insofar as such cross-examination is of the witness offered by the Joint Applicants to support the Settlement Agreement.

Section 8.5. The Parties agree to act in good faith and to use their best efforts to recommend to the Commission that this Settlement Agreement be accepted and approved.

Section 8.6. If the Commission issues an Order adopting all of the terms and conditions recommended herein, each of the Parties agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin Circuit Court with respect to such Order.

Section 8.7. The Parties agree that if the Commission does not implement in its Order(s) in the acquisition proceeding all of the terms recommended herein, or if the Commission in its Order(s) in the acquisition proceeding adds or imposes additional conditions or burdens upon the proposed acquisition transaction or upon any or all of the Joint Applicants that are unacceptable to any or all of the Joint Applicants, then: (a) this Settlement Agreement shall be void and withdrawn by the Parties from further consideration by the Commission and none of the Parties shall be bound by any of the provisions herein, provided that no Party is precluded from advocating any position contained in this Settlement Agreement; and (b) neither the terms of this Settlement Agreement nor any matters raised during the settlement
negotiations shall be binding on any of the Parties to this Settlement Agreement or be construed against any of the Parties.

Section 8.8. The Parties agree that this Settlement Agreement shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

Section 8.9. The Parties agree that this Settlement Agreement shall inure to the benefit of, and be binding upon, the Parties, their successors and assigns.

Section 8.10. The Parties agree that this Settlement Agreement constitutes the complete agreement and understanding among the Parties, and any and all oral statements, representations, or agreements made prior hereto or contemporaneously herewith, shall be null and void, and shall be deemed to have been merged into this Settlement Agreement.

Section 8.11. The Parties agree that, for the purpose of this Settlement Agreement only, the terms are based upon the independent analysis of the Parties to reflect a fair, just, and reasonable resolution of the issues herein and are the product of compromise and negotiation. The Parties further agree that: (1) PPL has the financial, technical, and managerial abilities to ensure that LG&E and KU continue to provide reasonable service, as required by KRS 278.020(5); and (2) the resolution proposed herein is in accordance with law, for a proper purpose, and is consistent with the public interest, all as contemplated by KRS 278.020(6).
Section 8.12. The Parties agree that neither the Settlement Agreement nor any of the terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the terms herein. This Settlement Agreement shall not have any precedential value in this or any other jurisdiction.

Section 8.13. The signatories hereto warrant that they have informed, advised, and consulted with the Parties they represent in the acquisition proceeding in regard to the contents and significance of this Settlement Agreement, and based upon the foregoing are authorized to execute this Settlement Agreement on behalf of the Parties they represent.

Section 8.14. The Parties agree that this Settlement Agreement is a product of negotiation among all Parties, and that no provision of this Settlement Agreement shall be strictly construed in favor of, or against, any Party. Notwithstanding anything contained in this Settlement Agreement, the Parties recognize and agree that the effects, if any, of any future events upon the operating income of LG&E and KU are unknown and that, if implemented, this Settlement Agreement shall be implemented as written.

Section 8.15. The Parties agree that this Settlement Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures.
PPL Corporation

HAVE SEEN AND AGREED:

Kendrick R. Riggs, Counsel
John R. McCall, General Counsel
Allyson K. Sturgeon, Sr Corporate Attorney

E.ON AG, E.ON US Investments Corp.,
E.ON U.S. LLC, Louisville Gas and Electric
Company and Kentucky Utilities Company

Richard Northern, Counsel
Robert J. Grey, General Counsel
Paul E. Russell, Associate General Counsel

HAVE SEEN AND AGREED:
Attorney General of the Commonwealth of Kentucky, Office of Rate Intervention

HAVE SEEN AND AGREED:

Dennis G. Howard, II, Asst Attorney General
David Edward Spenard, Asst Attorney General
Lawrence W. Cook, Asst Attorney General
Kentucky Industrial Utility Customers, Inc.

HAVE SEEN AND AGREED:

David F. Boehm, Counsel
Michael L. Kurtz, Counsel
Lexington-Fayette Urban
County Government

HAVE SEEN AND AGREED:

David J. Barberie, Counsel
Leslye M. Bowman, Director of Litigation

Approval by Lexington-Fayette
Urban County Council
Big Rivers Electric Corporation

HAVE SEEN AND AGREED:

James M. Miller, Counsel
International Brotherhood of Electrical Workers, Local 2100

HAVE SEEN AND AGREED:

[Signature]

Don C. Meade, Counsel
The Kroger Co.

HAVE SEEN AND AGREED:

[Signature]

David C. Brown, Counsel
Community Action Council for
Lexington-Fayette, Bourbon, Harrison
and Nicholas Counties, Inc.

HAVE SEEN AND AGREED:

______________________________
Iris G. Skidmore, Counsel
Association of Community Ministries, Inc.

HAVE SEEN AND AGREED:

Lisa Kilkelly, Counsel
Eileen Ordover, Counsel
Kentucky School Boards Association

HAVE SEEN AND AGREED:

[Signature]

Matthew R. Malone, Counsel
William H. May, II, Counsel
The Metropolitan Housing Coalition, Inc.

HAVE SEEN AND AGREED:

[Signature]

Tom Fitzgerald, Counsel