

PURCHASE AGREEMENT AND RELEASE

For good and valuable consideration, Kentucky Utilities Company ("Company") hereby donates to the city of Lexington ("Purchaser"), the Following: **NINE 35 FOOT WOOD POLES** (the "Material(s)"), for the purchase price of \$ 0 dollars (zero).

Purchaser hereby agrees to use the above Material(s) in a manner consistent with all applicable state, federal, and local laws, ordinances, and regulations, and for the purpose(s) for which it is intended.

Purchaser hereby agrees to release and forever discharge Company, its parent company and all affiliate and subsidiary companies, and all of their directors, officers, agents, employees, representatives, successors or assigns from and against liability for any claims, demands, rights, actions, proceedings, causes of action, suits, debts, and costs, Purchaser may have now, or in the future, including, but not limited to, attorney's fees, of any kind whatsoever arising from or in connection with the use or future disposition of the Material(s).

IT IS EXPRESSLY UNDERSTOOD THAT THE MATERIAL(S) IS PROVIDED "AS IS, WHERE IS." THE COMPANY STATED BELOW PROVIDES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

- Purchaser hereby acknowledges the receipt of a Material Safety Data Sheet regarding the Material(s). (Check only if applicable).

PURCHASER

Name: _____
Address: _____
Date: _____

KENTUCKY UTILITIES

Authorized Representative: William K Woodard
Title: William Woodard, Manager, Materials, Whse and Logistics
Address: 820 West Broadway, Louisville, Kentucky, 40202
Date: 7/23/2019