



Mr. Jeff DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

Kentucky Utilities Company
State Regulation and Rates
220 West Main Street
PO Box 32010
Louisville, Kentucky 40232
www.eon-us.com

January 29, 2010

Lonnie E. Bellar
Vice President
T 502-627-4830
F 502-217-2109
lonnie.bellar@eon-us.com

**RE: *Adjustment of Electric Rates of Kentucky Utilities Company
Case No. 2009-00548***

Dear Mr. DeRouen:

Enclosed please find and accept for filing the original and ten (10) copies of Kentucky Utilities Company's Application for an Adjustment of its Electric Rates, including supporting testimony and exhibits. Also enclosed are an original and ten (10) copies of the Statutory Notice and Filing Requirements of Kentucky Utilities Company in the above referenced matter.

Should you have any questions regarding the enclosed, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink that reads 'Lonnie E. Bellar'. The signature is written in a cursive, flowing style.

Lonnie E. Bellar

cc: Parties of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY)	
UTILITIES COMPANY FOR AN)	CASE NO. 2009-00548
ADJUSTMENT OF BASE RATES)	

VOLUME 1 OF 5

STATUTORY NOTICE

APPLICATION

FINANICAL EXHIBIT pursuant to 807 KAR 5:001 SECTION 6

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**RESPONSE TO FILING REQUIREMENTS listed in 807 KAR 5:001 SECTION 10(1)(a)1
through 807 KAR 5:001 SECTION 10(6)(k)**

Filed: January 29, 2010

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY)	
UTILITIES COMPANY FOR AN)	CASE NO. 2009-00548
ADJUSTMENT OF BASE RATES)	

STATUTORY NOTICE

Kentucky Utilities Company (“KU”), by counsel, informs the Kentucky Public Service Commission (“Commission”) that it is engaged in business as an operating public utility, principally furnishing retail electric service within the Commonwealth of Kentucky.

Pursuant to KRS 278.180, KU hereby gives notice to the Commission that, on this 29th day of January, 2010, it files herewith its application for adjustment of base rates and proposes to adjust its base rates in conformity with the tariff sheets (“the revised tariffs”) attached to the application at Tab 7 of the Filing Requirements and made a part hereof by reference.

KU proposes to change its existing base rates and tariffs for electric service, now on file with and approved by the Commission, by substituting the revised tariff sheets (ten or more copies of which are filed as incorporated into the application) for the corresponding tariff sheets in its existing tariff.

Notice is further given that the stated effective date for the changes in rates is March 1, 2010.

Notice to the public of the proposed rates is being given as prescribed in the Commission’s regulations (807 KAR 5:051, 807 KAR 5:001, Section 10 (3) and (4), and 807 KAR 5:011, Section 8), by publication in accordance with the Commission’s regulations (807 KAR 5:001, Section 10 (4) and 807 KAR 5:011, Section 8(2)(c)) and by exhibiting the notice to

the public for public inspection at the offices and places of business of KU, including its main office, in the territory affected thereby, to-wit, at the following places:

Barlow	London
Campbellsville	Maysville
Carrollton	Middlesboro
Danville	Morehead
Earlington	Morganfield
Eddyville	Mt. Sterling
Elizabethtown	Paris
Georgetown	Richmond
Greenville	Shelbyville
Harlan	Somerset
Lexington	Versailles
Lexington North	Winchester

A Certificate of Completed Notice will be filed with the Commission in the form recommended by 807 KAR 5:011, Section 15(5).

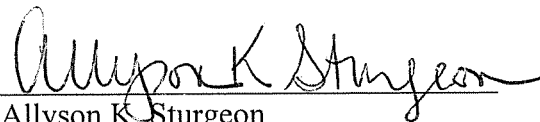
Additional information required by the Commission's regulations is contained in the application filed herewith and made a part hereof by reference.

Submitted to the Commission this 29th day of January, 2010.

Respectfully submitted,



Lonnie E. Bellar
Vice President, State Regulation and Rates
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202



Allyson K. Sturgeon
Senior Corporate Attorney
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202
Telephone: (502) 627-2088

-and-

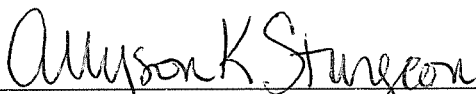
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Robert M. Watt III
Monica H. Braun
Stoll Keenon Ogden PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507-1801
Telephone: (859) 231-3000

Counsel for Kentucky Utilities Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies the original and ten copies of this Statutory Notice was hand-delivered to Jeff DeRouen, Executive Director, Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601, and a copy of this Application was hand delivered to Dennis G. Howard II, Assistant Attorney General, Office of Rate Intervention, 1024 Capital Center Drive, Frankfort, Kentucky 40601, and sent via overnight courier to Michael L. Kurtz, Boehm Kurtz & Lowry, 36 East Seventh Street, Suite 1510, Cincinnati, OH 45202, this 29th day of January, 2010.


Counsel for Kentucky Utilities Company

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY)	
UTILITIES COMPANY FOR AN)	CASE NO. 2009-00548
ADJUSTMENT OF BASE RATES)	

KENTUCKY UTILITIES COMPANY'S
APPLICATION FOR AUTHORITY TO ADJUST RATES

Applicant, Kentucky Utilities Company ("KU"), pursuant to KRS Chapter 278 and the applicable sections of 807 KAR Chapter 5, hereby applies to the Kentucky Public Service Commission ("Commission") for authority to adjust its electric base rates. KU's Notice of Intent to File Rate Applications, required by 807 KAR 5:001, Section 10(2) and 807 KAR 5:011, Section 8(1), was filed with the Commission on December 30, 2009, and is attached hereto at Tab 10 of the Filing Requirements.

In support of its Application, KU states as follows:

1. The full name and address of KU are: Kentucky Utilities Company, Post Office Box 32010, 220 West Main Street, Louisville, Kentucky 40232. KU is a Kentucky corporation authorized to do business in the Commonwealth of Kentucky.

2. KU is a utility engaged in the electric business. KU generates and purchases electricity, and distributes and sells electricity at retail in the following counties in Central, Northern, Southeastern and Western Kentucky:

Adair	Edmonson	Jessamine	Ohio
Anderson	Estill	Knox	Oldham
Ballard	Fayette	Larue	Owen
Barren	Fleming	Laurel	Pendleton
Bath	Franklin	Lee	Pulaski
Bell	Fulton	Lincoln	Robertson
Bourbon	Gallatin	Livingston	Rockcastle
Boyle	Garrard	Lyon	Rowan

Bracken	Grant	Madison	Russell
Bullitt	Grayson	Marion	Scott
Caldwell	Green	Mason	Shelby
Campbell	Hardin	McCracken	Spencer
Carlisle	Harlan	McCreary	Taylor
Carroll	Harrison	McLean	Trimble
Casey	Hart	Mercer	Union
Christian	Henderson	Montgomery	Washington
Clark	Henry	Muhlenberg	Webster
Clay	Hickman	Nelson	Whitley
Crittenden	Hopkins	Nicholas	Woodford
Daviess			

A certified copy of KU's Articles of Incorporation is on file with the Commission in Case No. 2005-00471, *In the Matter of: Application of Louisville Gas and Electric Company and Kentucky Utilities Company for Authority to Transfer Functional Control of their Transmission System*, filed on November 18, 2005, and is incorporated by reference herein pursuant to 807 KAR 5:001, Section 8(3).

3. This Application constitutes notice to the Commission pursuant to KRS 278.180(1) of the changes proposed to be made to KU's electric base rates. KU's Statutory Notice is attached to this Application. KU's Certificate of Notice to the public of the changes in its tariffs that result in increased rates, which Certificate is attached hereto at Tab 9 of the Filing Requirements.

4. KU requests Commission approval of a change in existing rates and tariffs for electric service. KU proposes to change its existing rates and tariffs to those rates and charges set forth in the proposed tariff attached hereto at Tab 7 of the Filing Requirements. A comparison of the present and proposed rates and charges is attached hereto at Tab 8 of the Filing Requirements. KU does not currently have any special contracts for retail electric service. The proposed adjustments in electric rates will result in an increase in operating

revenues of approximately \$135.3 million or 11.5% per year based on adjusted consumption during the 12 months ended October 31, 2009.

5. The monthly residential electric bill increase due to the proposed electric base rates will be 13.5%, or approximately \$11.70, for a customer using 1,230 kWh of electricity (the average monthly consumption of a KU residential customer).

6. KU supports its request for a change in its existing rates and tariffs for electric service with the verified testimony and exhibits of the following persons:

- Victor A. Staffieri, Chairman, Chief Executive Officer and President
- Paul W. Thompson, Senior Vice President – Energy Services
- Chris Hermann, Senior Vice President – Energy Delivery
- S. Bradford Rives, Chief Financial Officer
- Valerie L. Scott, Controller
- Shannon L. Charnas, Director – Utility Accounting and Reporting
- Ronald L. Miller, Director – Corporate Tax
- Daniel K. Arbough, Treasurer
- William E. Avera, President, FINCAP, Inc.
- Lonnie E. Bellar, Vice President – State Regulation and Rates
- W. Steven Seelye, Principal and Senior Consultant, The Prime Group, LLC
- Robert M. Conroy, Director – Rates
- John Wolfram, Director – Marketing and Customer Service

7. KU further supports its request for a change in its existing rates and tariffs for electric service with the following exhibits complying with the requirements of 807 KAR 5:001, Section 10:

Tab	Filing Requirement	Description
1	807 KAR 5:001 Section 10(1)(a)1	Reason for Rate Adjustment
2	807 KAR 5:001 Section 10(1)(a)2	Most Recent Annual Reports
3	807 KAR 5:001 Section 10(1)(a)3	Articles of Incorporation
4	807 KAR 5:001 Section 10(1)(a)4	Limited Partnership Agreement
5	807 KAR 5:001 Section 10(1)(a)5	Certificate of Good Standing
6	807 KAR 5:001 Section 10(1)(a)6	Certificate of Assumed Name
7	807 KAR 5:001 Section 10(1)(a)7	Proposed Tariff
8	807 KAR 5:001 Section 10(1)(a)8	Proposed Tariff Changes
9	807 KAR 5:001 Section 10(1)(a)9	Statement about Customer Notice
10	807 KAR 5:001 Section 10(2)	Notice of Intent
11	807 KAR 5:001 Section 10(3)	Customer Notice Information
12	807 KAR 5:001 Section 10(4)(a)	Sewer Utility Notices
13	807 KAR 5:001 Section 10(4)(b)	Typewritten Notices by Mail
14	807 KAR 5:001 Section 10(4)(c)	Other Customer Notices
15	807 KAR 5:001 Section 10(4)(d)	Publisher's Affidavit
16	807 KAR 5:001 Section 10(4)(e)	Verification - Mailed Notices
17	807 KAR 5:001 Section 10(4)(f)	Sample Notices Posted
18	807 KAR 5:001 Section 10(4)(g)	Comply w/ 807 KAR 5:051, Section 2
19	807 KAR 5:001 Section 10(5)	Hearing Notice Published
20	807 KAR 5:001 Section 10(6)(a)	Describe and Explain Adjustments
21	807 KAR 5:001 Section 10(6)(b)	Testimony (Revenues > \$1.0 mm)
22	807 KAR 5:001 Section 10(6)(c)	Testimony (Revenues < \$1.0 mm)
23	807 KAR 5:001 Section 10(6)(d)	New Rates Effect - Overall Revenues
24	807 KAR 5:001 Section 10(6)(e)	Average Customer Class Bill Impact
25	807 KAR 5:001 Section 10(6)(f)	Local Telephone Exchange Companies
26	807 KAR 5:001 Section 10(6)(g)	Analysis of Customer Bills
27	807 KAR 5:001 Section 10(6)(h)	Revenue Requirements Determination
28	807 KAR 5:001 Section 10(6)(i)	Reconcile Rate Base & Capitalization
29	807 KAR 5:001 Section 10(6)(j)	Current Chart of Accounts
30	807 KAR 5:001 Section 10(6)(k)	Annual Auditor's Opinion(s)

31	807 KAR 5:001 Section 10(6)(l)	FERC Audit Reports
32	807 KAR 5:001 Section 10(6)(m)	FERC Form 1s
33	807 KAR 5:001 Section 10(6)(n)	Depreciation Study
34	807 KAR 5:001 Section 10(6)(o)	Computer Software, Hardware, etc.
35	807 KAR 5:001 Section 10(6)(p)	Stock or Bond Prospectuses
36	807 KAR 5:001 Section 10(6)(q)	Annual Reports to Shareholders
37	807 KAR 5:001 Section 10(6)(r)	Monthly Management Reports
38	807 KAR 5:001 Section 10(6)(s)	SEC Reports (10Ks, 10Qs, and 8Ks)
39	807 KAR 5:001 Section 10(6)(t)	Affiliate, et. al., Allocations/Charges
40	807 KAR 5:001 Section 10(6)(u)	Cost-of-Service Study
41	807 KAR 5:001 Section 10(6)(v)	Local Telephone Exchange Companies
42	807 KAR 5:001 Section 10(7)(a)	Financial Statements w/ Adjustments
43	807 KAR 5:001 Section 10(7)(b)	Capital Construction Budget
44	807 KAR 5:001 Section 10(7)(c)	Pro Forma Adjustments - Plant
45	807 KAR 5:001 Section 10(7)(d)	Pro Forma Adjustments - Operating
46	807 KAR 5:001 Section 10(7)(e)	Period-End Customer Additions, etc.

8. As required by KRS 278.030, the rates proposed for electric service are fair, just, and reasonable.

9. The Application for a general adjustment of electric base rates is supported by a twelve month historical test year in accordance with 807 KAR 5:001, Section 10(1)(a) with the test period ending October 31, 2009. KU's financial exhibit, prescribed in 807 KAR 5:001, Section 6, is attached hereto as "Financial Exhibit."

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

Lonnie E. Bellar
Vice President, State Regulation and Rates
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202

Allyson K. Sturgeon
Senior Corporate Attorney
E.ON U.S. LLC
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Robert M. Watt III
Monica H. Braun
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300 West Vine Street, Suite 2100
Lexington, Kentucky 40507-1801

WHEREFORE, Kentucky Utilities Company respectfully requests the Kentucky Public Service Commission to enter an order:

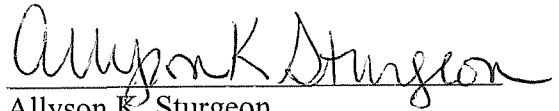
1. Approving the revised tariff sheets for electric service at Tab 7 of the Filing Requirements; and
2. Granting all other relief to which Kentucky Utilities Company may be entitled.

Dated: January 29, 2010

Respectfully submitted,



Lonnie E. Bellar
Vice President, State Regulation
and Rates
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202



Allyson K. Sturgeon
Senior Corporate Attorney
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Allyson K. Sturgeon
Counsel for Kentucky Utilities Company

KENTUCKY UTILITIES COMPANY

FINANCIAL EXHIBIT
(807 KAR 5:001 SEC. 6)

October 31, 2009

- (1) Amount and kinds of stock authorized.

80,000,000 shares of Common Stock, without par value.

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

Common Stock:

37,817,878 shares issued and outstanding, without par value, recorded at \$308,139,978.

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

None

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

None

- (5) Amount of bonds authorized, and amount issued giving the name of the public utility which issued the same, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with an amount of interest paid thereon during the last 12-month period.

Unsecured

Kentucky Utilities Company

Date of Issue	Date of Maturity	Rate of Interest	Principal Amount		Interest Expense
			Authorized	Outstanding at October 31, 2009	Year Ended October 31, 2009
Pollution Control Bonds					
05/01/00	05/01/23	Variable	12,900,000	12,900,000	\$ 60,200
02/01/02	02/01/32	Variable	20,930,000	20,930,000	252,017
02/01/02	02/01/32	Variable	2,400,000	2,400,000	28,898
02/01/02	02/01/32	Variable	7,200,000	2,400,000	28,898
02/01/02	02/01/32	Variable	7,400,000	7,400,000	89,103
07/01/02	10/01/32	Variable	96,000,000	96,000,000	776,832
10/01/04	10/01/34	Variable	50,000,000	50,000,000	220,668
07/07/05	06/01/35	Variable	13,266,950	-	* 7,509
11/17/05	06/01/35	Variable	13,266,950	-	* 7,509
07/20/06	06/01/36	Variable	16,693,620	-	* 52,794
02/23/07	10/01/34	Variable	54,000,000	54,000,000	577,343
05/24/07	02/01/26	5.75%	17,875,000	17,875,000	1,019,247
05/24/07	03/01/37	6.00%	8,927,000	8,927,000	531,157
10/17/08	02/01/32	Variable	77,947,405	77,947,405	594,651
					\$ 4,246,826

- * KU defeased four bonds during the fourth quarter of 2008. Only the three shown above had interest paid in the last twelve months.

(6) Each note outstanding, giving date of issue, amount, date of maturity, rate of interest in whose favor, together with amount of interest during the last 12-month period.

<u>Payee</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>	<u>Amount</u>	<u>Interest Expense Year Ended October 31, 2009</u>
Fidelia Corp.	11/24/03	11/24/10	4.240%	\$ 33,000,000	\$ 1,399,200
Fidelia Corp.	01/15/04	01/16/12	4.390%	50,000,000	2,195,000
Fidelia Corp.	04/30/03	04/30/13	4.550%	100,000,000	4,550,000
Fidelia Corp.	08/15/03	08/15/13	5.310%	75,000,000	3,982,500
Fidelia Corp.	12/20/07	12/19/14	5.450%	100,000,000	5,450,000
Fidelia Corp.	07/08/05	07/08/15	4.735%	50,000,000	2,367,500
Fidelia Corp.	12/19/05	12/21/15	5.360%	75,000,000	4,020,000
Fidelia Corp.	10/25/06	10/25/16	5.675%	50,000,000	2,837,500
Fidelia Corp.	04/24/09	04/24/17	5.280%	50,000,000	1,364,000
Fidelia Corp.	06/20/07	06/20/17	5.980%	50,000,000	2,990,000
Fidelia Corp.	07/25/08	07/25/18	6.160%	50,000,000	3,080,000
Fidelia Corp.	08/26/08	08/27/18	5.645%	50,000,000	2,822,500
Fidelia Corp.	12/15/08	12/17/18	7.035%	75,000,000	4,616,719
Fidelia Corp.	07/27/09	07/29/19	4.810%	50,000,000	627,972
Fidelia Corp.	10/25/07	10/25/19	5.710%	70,000,000	3,997,000
Fidelia Corp.	02/07/07	02/07/22	5.690%	53,000,000	3,015,700
Fidelia Corp.	05/20/08	05/22/23	5.850%	75,000,000	4,387,500
Fidelia Corp.	09/14/07	09/14/28	5.960%	100,000,000	5,960,000
Fidelia Corp.	06/23/06	06/23/36	6.330%	50,000,000	3,165,000
Fidelia Corp.	03/30/07	03/30/37	5.860%	75,000,000	4,395,000
					\$67,223,091

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

None, other than current and accrued liabilities.

- (8) Rate and amount of dividends paid during the five previous fiscal years, and amount of capital stock on which dividends were paid. (1)

Dividends on Common Stock, without par value

2004	\$63,000,000
2005	50,000,000
2006	-
2007	-
2008	-

(1) As of May 1998, the 37,817,878 shares are all owned by E.ON U.S. LLC (formerly LG&E Energy LLC) and all dividends declared by KU's Board of Directors are paid to E.ON U.S. LLC.

Dividends on 4 3/4% Cumulative Preferred Stock

For each of the quarters in fiscal year 2004, the Company declared and paid dividends of \$1.1875 per share on the 200,000 outstanding shares of 4 3/4% Cumulative Preferred Stock, \$100 stated value, for a total of \$237,500 per quarter. On an annual basis, the dividend amounted to \$4.75 per share, or \$950,000. This series of preferred stock was redeemed on October 24, 2005. The amount of dividends declared and paid through October 24, 2005 was \$773,196.

Dividends on 6.53% Cumulative Preferred Stock

For each of the quarters in fiscal year 2004, the Company declared and paid dividends of \$1.6325 per share on the 200,000 outstanding shares of 6.53% Cumulative Preferred Stock, \$100 stated value, for a total of \$326,500 per quarter. On an annual basis, the dividend amounted to \$6.53 per share, or \$1,306,000. This series of preferred stock was redeemed on October 24, 2005. The amount of dividends declared and paid through October 24, 2005 was \$1,062,942.

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

Monthly Financial and Operating Reports are filed each month with the Kentucky Public Service Commission. Attached are detailed Statements of Income, Balance Sheets and Retained Earnings for the Company for the period ending October 31, 2009.

KENTUCKY UTILITIES COMPANY
Income Statement on a Total Company and Jurisdictional Basis
Twelve Months Ended October 31, 2009

Title of Account Column A	No. Col. B	Total Kentucky Utilities Column C	KU Retail Jurisdictional Column D	Other Jurisdictional Column E
Utility Operating Income				
Operating Revenues:				
Residential Sales	440	\$ 476,913,173	449,303,615	\$ 27,609,558
Commercial and Industrial Sales:	442			
Small (or Comm) - Rural Comm & Comm L&P		322,453,229	309,899,981	12,553,247
Large (or Ind) - Industrial & Mine Power		313,594,155	302,293,510	11,300,645
Public Street and Highway Lighting	444	10,194,768	9,925,229	269,538
Other Sales to Public Authorities	445	100,157,360	95,122,247	5,035,113
Total Sales to Ultimate Consumers		\$ 1,223,312,684	\$ 1,166,544,582	\$ 56,768,102
Sales for Resale	447	136,427,760	41,533,932	94,893,828
Total Sales of Electricity		\$ 1,359,740,444	\$ 1,208,078,514	\$ 151,661,930
Less: Provision for Refund	449.1	-	-	-
Total Revenues Net of Provision for Refund		\$ 1,359,740,444	\$ 1,208,078,514	\$ 151,661,930
Other Operating Revenues:				
Late Payment Charges	450	4,398,328	4,397,443	885
Miscellaneous Service Revenues	451	1,359,972	1,330,725	29,247
Rent from Electric Property	454	1,329,680	1,229,373	100,307
Other Electric Revenues	456	7,741,773	6,624,560	1,117,214
Total Other Operating Revenues		\$ 14,829,753	\$ 13,582,100	\$ 1,247,653
Total Operating Revenue		\$ 1,374,570,197	\$ 1,221,660,615	\$ 152,909,583
Operating Expenses:				
Operation Expenses	401	\$ 847,653,310	\$ 739,160,575	108,492,735
Maintenance Expenses	402	91,793,789	80,540,015	11,253,774
Depreciation Expense	403	129,797,266	113,811,742	15,985,524
Amortization of Limited-Term Electric Plant	404	5,881,498	5,138,268	743,230
Regulatory Credits	407	(2,386,863)	(2,062,879)	(323,984)
Taxes Other than Income Taxes	408.1	21,906,653	19,552,424	2,354,229
Income Taxes - Federal	409.1	639,256	Total Income Taxes	
Income Taxes - State	409.1	2,808,352		
Provision for Deferred Income Taxes	410.1	109,613,046		
Provision for Deferred Income Taxes - Credit	411.1	(60,563,465)		
Accretion Expense	411.1	2,087,110	1,803,921	283,189
Investment Tax Credit Adjustment - Net	411.4	21,804,863	18,835,641	2,969,222
Losses/(Gains) from Disposition of Allowances	411.8	(84,708)	(73,173)	(11,535)
Total Utility Operating Expenses		\$ 1,170,950,108	\$ 1,030,540,470	\$ 140,409,638
Net Utility Operating Income		\$ 203,620,089	\$ 191,120,145	\$ 12,499,945

KENTUCKY UTILITIES COMPANY
Income Statement on a Total Company and Jurisdictional Basis
Twelve Months Ended October 31, 2009

Title of Account Column A	No. Col. B	Total Kentucky Utilities Column C	Other Jurisdictional Column E
Other Income and Deductions are not separated on a jurisdictional basis.			
<u>Other Income and Deductions</u>			
Total Other Income		\$ 11,526,878	
Total Other Income Deductions		392,893	
Total Taxes on Other income and Deductions		(5,188,915)	
Net Other Income and Deductions		\$ 16,322,900	
<u>Interest Charges</u>			
Interest on Long Term Debt	427	\$ 71,469,916	
Amortization of Debt Discount and Expense	428	208,706	
Amortization of Loss on Re-Acquired Debt	428.1	599,561	
Amortization of Premium on Debt - Credit	429	-	
Amortization of Gain on Re-Acquired Debt - Credit	429.1	-	
Interest on Debt to Associated Companies	430	490,065	
Other Interest Expense	431	3,324,834	
Allowance for Borrowed Funds Used During Construction	432	(1,560,516)	
Net Interest Charges		\$ 74,532,565	\$ 66,502,288
Cumulative Effect of Accounting Change, Net of Tax		\$ -	\$ 8,030,277
Net Income		\$ 145,410,424	

KENTUCKY UTILITIES COMPANY
Balance Sheet on a Total Company and Jurisdictional Basis
At October 31, 2009

Title of Account Column A	No. Col B	Total Kentucky Utilities Column C	KU Retail Jurisdictional Column D	Other Jurisdictional Column E
<u>Utility Plant</u>				
Utility Plant	101-106	\$ 4,774,788,375	\$ 4,171,331,502	\$ 603,456,873
Plus: Construction Work in Progress	107	1,201,108,035	1,025,559,217	175,548,818
Total Utility Plant		<u>\$ 5,975,896,410</u>	<u>\$ 5,196,890,719</u>	<u>\$ 779,005,691</u>
Less: Accumulated Provision for Depreciation	108,111	2,101,470,902	1,824,368,838	277,102,064
Net Utility Plant		<u>\$ 3,874,425,508</u>	<u>\$ 3,372,521,881</u>	<u>\$ 501,903,627</u>
<u>Other Property and Investments</u>				
Nonutility Property-Less reserve	121-122	\$ 179,121	\$ -	\$ 179,121
Investment in Subsidiary Companies	123.1	11,455,961	-	11,455,961
Non-Current Portion of Allowances	158.1	-	-	-
Other Investments	124	661,140	-	661,140
Special Funds	125-128	-	-	-
Total Other Property and Investments		<u>\$ 12,296,222</u>	<u>\$ -</u>	<u>\$ 12,296,222</u>
<u>Current and Accrued Assets</u>				
Cash	131	\$ 3,929,364	\$ 3,427,388	\$ 501,976
Special Deposits	132-134	-	-	-
Working Funds	135	39,530	34,480	5,050
Temporary Cash Investments	136	269	235	34
Customer Accounts Receivable	142	80,337,225	62,301,025	18,036,200
Other Accounts Receivable	143	33,732,073	33,712,000	20,073
Less: Accum Prov for Uncollectable Accts-Credit	144	1,157,603	1,144,945	12,658
Notes Receivable from Associated Companies	145	-	-	-
Accounts Receivable from Associated Companies	146	938,945	837,511	101,434
Fuel	151	99,219,777	86,008,664	13,211,113
Plant Materials and Operating Supplies	154	30,941,174	26,842,731	4,098,443
Allowances	158.1	1,286,022	1,110,902	175,120
Less: Non-Current Portion of Allowances	158.1	-	-	-
Stores Expense Undistributed	163	7,207,137	6,252,485	954,652
Prepayments	165	4,324,526	3,772,068	552,458
Interest and Dividends Receivable	171	12,474	10,880	1,594
Accrued Utility Revenues	173	57,017,529	53,868,529	3,149,000
Miscellaneous Current Assets	174-175	1,347,390	1,175,261	172,129
Total Current and Accrued Assets		<u>\$ 319,175,833</u>	<u>\$ 278,209,214</u>	<u>\$ 40,966,619</u>
<u>Deferred Debits</u>				
Unamortized Debt Expense	181	\$ 4,876,367	\$ 4,253,411	\$ 622,956
Unrecovered Plant and Regulatory Costs	182	-	-	-
Other Regulatory Assets	182.3	277,195,710	252,530,188	24,665,522
Preliminary Survey and Inventory	183	4,844,278	4,225,421	618,856
Clearing Accounts	184	1,623	1,448	175
Miscellaneous Deferred Debits	186	37,859,073	32,707,665	5,151,408
Unamortized Loss on Re-Acquired Debt	189	13,085,263	11,413,621	1,671,642
Accumulated Deferred Income Taxes	190	45,494,674	39,819,569	5,675,105
Total Deferred Debits		<u>\$ 383,356,989</u>	<u>\$ 344,951,323</u>	<u>\$ 38,405,666</u>
Total Assets		<u>\$ 4,589,254,552</u>	<u>\$ 3,995,682,418</u>	<u>\$ 593,572,133</u>

KENTUCKY UTILITIES COMPANY
Balance Sheet on a Total Company and Jurisdictional Basis
At October 31, 2009

Title of Account Column A	No. Col. B	Total Kentucky Utilities Column C	KU Retail Jurisdictional Column D	Other Jurisdictional Column E
Proprietary Capital				
Common Stock Issued	201	\$ 308,139,978	\$ 268,775,095	\$ 39,364,883
Preferred Stock Issued	204	-	-	-
Premium on Capital Stock	207	-	-	-
Paid in Capital	208-211	315,858,083	275,507,213	40,350,870
Other Comprehensive Income		-	-	-
(Less) Common Stock Expense	214	321,289	280,244	41,045
Retained Earnings	215-216	1,299,291,575	1,133,307,076	165,984,499
Unappropriated Undistributed Subsidiary Earnings	216.1	10,160,161	-	10,160,161
Total Proprietary Capital		\$ 1,933,128,508	\$ 1,677,309,140	\$ 255,819,368
Long-Term Debt				
Bonds	221-222	\$ 350,779,405	\$ 305,967,336	\$ 44,812,069
Long-Term Debt Marked to Market	221 200	-	-	-
Long-Term Debt To Associated Companies	223	1,281,000,000	1,117,352,250	163,647,750
Other Long-Term Debt	224	-	-	-
Unamortized Premium on Long-Term Debt	225	-	-	-
Total Long-Term		\$ 1,631,779,405	\$ 1,423,319,586	\$ 208,459,819
Other Non-Current Liabilities				
Accumulated Provision for Property Insurance	228.1	\$ -	\$ -	\$ -
Accumulated Provision for Injuries and Damages	228.2	2,539,199	2,264,889	274,310
Accumulated Provision for Pensions and Benefits	228.3	173,879,866	155,095,624	18,784,242
Accumulated Miscellaneous Operating Provision	228.4	-	-	-
Total Other Non-Current Liabilities		\$ 176,419,064	\$ 157,360,513	\$ 19,058,551
Current and Accrued Liabilities				
Notes Payable	231	\$ -	\$ -	\$ -
Accounts Payable	232	153,825,865	137,208,056	16,617,809
Notes Payable to Associated Companies	233	19,665,954	17,153,628	2,512,326
Accounts Payable to Associated Companies	234	30,570,413	-	30,570,413
Customer Deposits	235	21,824,650	21,528,305	296,345
Taxes Accrued	236	8,277,553	7,220,096	1,057,457
Interest Accrued	237	1,644,308	1,434,248	210,060
Dividends Declared	238	-	-	-
Matured Long-Term Bonds/LTD Due in 1 Year	239	-	-	-
Tax Collections Payable	241	3,433,218	2,938,883	494,335
Miscellaneous Current and Accrued Liabilities	242-244	16,689,647	15,527,101	1,162,546
Total Current and Accrued Liabilities		\$ 255,931,608	\$ 203,010,317	\$ 52,921,291
Deferred Credits				
Customer Advances for Construction	252	\$ 2,379,712	\$ 2,394,270	\$ (14,558)
Accumulated Deferred Investment Tax Credits	255	98,311,103	84,059,458	14,251,645
Other Deferred Credits	253	37,176,109	32,860,205	4,315,904
Other Regulatory Liabilities	254	39,642,825	34,621,093	5,021,732
Asset Retirement Obligation	230	34,007,189	29,376,430	4,630,759
Miscellaneous Long-Term Liabilities	244	34,814	30,367	4,447
Accumulated Deferred Income Taxes	281-283	380,444,213	332,986,769	47,457,444
Total Deferred Credits		\$ 591,995,966	\$ 516,328,592	\$ 75,667,374
Total Liabilities and Stockholders Equity		\$ 4,589,254,552	\$ 3,977,328,149	\$ 611,926,403
Adjustment to Balance		\$ 0	\$ (18,354,270)	\$ 18,354,270

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Volume Number	Description of Contents
1	Statutory Notice Application Financial Exhibit pursuant to 807 KAR 5:001 Section 6 Table of Contents Response to Filing Requirements listed in 807 KAR 5:001 Section 10(1)(a)1 through 807 KAR 5:001 Section 10(6)(k)
2	Response to Filing Requirements listed in 807 KAR 5:001 Section 10(6)(l) through 807 KAR 5:001 Section 10(6)(q)
3	Response to Filing Requirements listed in 807 KAR 5:001 Section 10(6)(r) through 807 KAR 5:001 Section 10(7)(e)
4	Direct Testimony and Exhibits
5	Direct Testimony and Exhibits

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
1	1	807 KAR 5:001 Section 10(1)(a)1	<i>A statement of the reason the adjustment is required.</i>	Mr. Bellar
1	2	807 KAR 5:001 Section 10(1)(a)2	<i>A statement that the utility's annual reports, including the annual report for the most recent calendar year, are on file with the Commission in accordance with 807 KAR 5:006, Section 3(1).</i>	Mr. Bellar
1	3	807 KAR 5:001 Section 10(1)(a)3	<i>If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or all out-of-state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.</i>	Mr. Bellar
1	4	807 KAR 5:001 Section 10(1)(a)4	<i>If the utility is a limited partnership, a certified copy of the limited partnership agreement and all amendments thereto or all out-of-state documents of similar import. If the utility's limited partnership agreement and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.</i>	Mr. Bellar
1	5	807 KAR 5:001 Section 10(1)(a)5	<i>If the utility is incorporated or a is a limited partnership, a certificate of good standing or certificate of authorization dated within sixty (60) days of the date the application is filed.</i>	Mr. Bellar
1	6	807 KAR 5:001 Section 10(1)(a)6	<i>A certified copy of a certificate of assumed name as required by KRS 365.015 or a statement that such a certificate is not necessary.</i>	Mr. Bellar
1	7	807 KAR 5:001 Section 10(1)(a)7	<i>The proposed tariff in a form which complies with 807 KAR 5:011 with an effective date not less than thirty (30) days from the date the application is filed.</i>	Mr. Bellar
1	8	807 KAR 5:001 Section 10(1)(a)8	<i>The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown either by: (a) Providing the present and proposed tariffs in comparative form on the same sheet side by side; or, (b) Providing a copy of the present tariff indicating proposed additions by italicized inserts or underscoring and striking over proposed deletions.</i>	Mr. Bellar
1	9	807 KAR 5:001 Section 10(1)(a)9	<i>A statement that customer notice has been given in compliance with subsections (3) and (4) of this section with a copy of the notice.</i>	Mr. Bellar

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
1	10	807 KAR 5:001 Section 10(2)	<i>Notice of Intent. Utilities with gross annual revenues greater than \$1,000,000 shall file with the commission a written notice of intent to file a rate application at least four (4) weeks prior to filing their application. The notice of intent shall state whether the rate application shall be supported by a historical test period or a fully forecasted test period. This notice shall be served upon the Attorney General, Utility Intervention and Rate Division.</i>	Mr. Bellar
1	11	807 KAR 5:001 Section 10(3)	<i>Form of notice to customers. Every utility filing an application pursuant to this section shall notify all affected customers in the manner prescribed herein. The notice shall include the following information: (a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply; (b) The present rates and the proposed rates for each customer class to which the proposed rates would apply; (c) Electric, gas, water and sewer utilities shall include the effect upon the average bill for each customer class to which the proposed rate change will apply; (d) Local exchange companies shall include the effect upon the average bill for each customer class for the proposed rate change in basic local service; (e) A statement that the rates contained in this notice are the rates proposed by (name of utility); however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice; (f) A statement that any corporation, association, or person with a substantial interest in the matter may, by written request, within thirty (30) days after publication or mailing of this notice of the proposed rate changes request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown; (g) A statement that any person who has been granted intervention by the commission may obtain copies of the rate application and any other filings made by the utility by contacting the utility through a name and address and phone number stated in this notice; (h) A statement that any person may examine the rate application and any other filings made by the utility at the main office of the utility or at the commission's office indicating the addresses and telephone numbers of both the utility and the commission; and (i) The commission may grant a utility with annual gross revenues greater than \$1,000,000, upon written request, permission to use an abbreviated form of published notice of the proposed rates provided the notice includes a coupon which may be used to obtain all of the information required herein.</i>	Mr. Bellar

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
1	12	807 KAR 5:001 Section 10(4)(a)	<i>Manner of notification. Sewer utilities shall give the required typewritten notice by mail to all of their customers pursuant to KRS 278.185.</i>	Mr. Bellar
1	13	807 KAR 5:001 Section 10(4)(b)	<i>Manner of notification. Applicants with twenty (20) or fewer customers affected by the proposed general rate adjustment shall mail the required typewritten notice to each customer no later than the date the application is filed with the commission.</i>	Mr. Bellar
1	14	807 KAR 5:001 Section 10(4)(c)	<i>Manner of notification. Except for sewer utilities, applicants with more than twenty (20) customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods: 1. A typewritten notice mailed to all customers no later than the date the application is filed with the commission; 2. Publishing the notice in a trade publication or newsletter which is mailed to all customers no later than the date on which the application is filed with the commission; or 3. Publishing the notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in the utility's service area, the first publication to be made within seven (7) days of the filing of the application with the commission.</i>	Mr. Bellar
1	15	807 KAR 5:001 Section 10(4)(d)	<i>Manner of notification. If the notice is published, an affidavit from the publisher verifying the notice was published, including the dates of the publication with an attached copy of the published notice, shall be filed with the commission no later than forty-five (45) days of the filed date of the application.</i>	Mr. Bellar
1	16	807 KAR 5:001 Section 10(4)(e)	<i>Manner of notification. If the notice is mailed, a written statement signed by the utility's chief officer in charge of Kentucky operations verifying the notice was mailed shall be filed with the commission no later than thirty (30) days of the filed date of the application.</i>	Mr. Bellar
1	17	807 KAR 5:001 Section 10(4)(f)	<i>Manner of notification. All utilities, in addition to the above notification, shall post a sample copy of the required notification at their place of business no later than the date on which the application is filed which shall remain posted until the commission has finally determined the utility's rates.</i>	Mr. Bellar
1	18	807 KAR 5:001 Section 10(4)(g)	<i>Manner of notification. Compliance with this subsection shall constitute compliance with 807 KAR 5:051, Section 2.</i>	Mr. Bellar
1	19	807 KAR 5:001 Section 10(5)	<i>Notice of hearing scheduled by the commission upon application by a utility for a general adjustment in rates shall be advertised by the utility by newspaper publication in the areas that will be affected in compliance with KRS 424.300</i>	Mr. Bellar

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
1	20	807 KAR 5:001 Section 10(6)(a)	<i>A complete description and quantified explanation for all proposed adjustments, with proper support for any proposed changes in price or activity levels, and any other factors which may affect the adjustment.</i>	Mr. Rives
1	21	807 KAR 5:001 Section 10(6)(b)	<i>If the utility has gross annual revenues greater than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application.</i>	Mr. Bellar
1	22	807 KAR 5:001 Section 10(6)(c)	<i>If the utility has gross annual revenues less than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application or a statement that the utility does not plan to submit any prepared testimony.</i>	Mr. Rives
1	23	807 KAR 5:001 Section 10(6)(d)	<i>A statement estimating the effect that the new rates will have upon the revenues of the utility including, at minimum, the total amount of revenues resulting from the increase or decrease and the percentage of the increase or decrease.</i>	Mr. Conroy
1	24	807 KAR 5:001 Section 10(6)(e)	<i>If the utility provides electric, gas, water, or sewer service the effect upon the average bill for each customer classification to which the proposed rate change will apply.</i>	Mr. Conroy
1	25	807 KAR 5:001 Section 10(6)(f)	<i>If the utility is a local exchange company, the effect upon the average bill for each customer class for the proposed rate change in basic local service.</i>	Mr. Bellar
1	26	807 KAR 5:001 Section 10(6)(g)	<i>An analysis of customers' bills in such detail that revenues from the present and proposed rates can be readily determined for each customer class.</i>	Mr. Conroy
1	27	807 KAR 5:001 Section 10(6)(h)	<i>A summary of the utility's determination of its revenue requirements based on return on net investment rate base, return on capitalization, interest coverage, debt service coverage, or operating ratio, with supporting schedules.</i>	Mr. Rives
1	28	807 KAR 5:001 Section 10(6)(i)	<i>A reconciliation of the rate base and capital used to determine its revenue requirement.</i>	Mr. Rives
1	29	807 KAR 5:001 Section 10(6)(j)	<i>A current chart of accounts if more detailed than the Uniform System of Accounts prescribed by the commission.</i>	Ms. Charnas
1	30	807 KAR 5:001 Section 10(6)(k)	<i>The independent auditor's annual opinion report, with any written communication from the independent auditor to the utility which indicates the existence of a material weakness in the utility's internal controls.</i>	Mr. Rives
2	31	807 KAR 5:001 Section 10(6)(l)	<i>The most recent Federal Energy Regulatory Commission or Federal Communication Commission audit reports.</i>	Ms. Scott

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
2	32	807 KAR 5:001 Section 10(6)(m)	<i>The most recent Federal Energy Regulatory Commission Form 1 (electric), Federal Energy Regulatory Commission Form 2 (gas), or Automated Reporting Management Information System Report (telephone) and Public Service Commission Form T (telephone);</i>	Ms. Scott
2	33	807 KAR 5:001 Section 10(6)(n)	<i>A summary of the utility's latest depreciation study with schedules by major plant accounts, except that telecommunications utilities that have adopted the commission's average depreciation rates shall provide a schedule that identifies the current and test period depreciation rates used by major plant accounts. If the required information has been filed in another commission case a reference to that case's number and style will be sufficient.</i>	Ms. Charnas
2	34	807 KAR 5:001 Section 10(6)(o)	<i>A list of all commercially available or in-house developed computer software, programs, and models used in the development of the schedules and work papers associated with the filing of the utility's application. This list shall include each software, program, or model; what the software, program, or model was used for; identify the supplier of each software, program, or model; a brief description of the software, program, or model; the specifications for the computer hardware and the operating system required to run the program.</i>	Ms. Scott
2	35	807 KAR 5:001 Section 10(6)(p)	<i>Prospectuses of the most recent stock or bond offerings.</i>	Mr. Rives
2	36	807 KAR 5:001 Section 10(6)(q)	<i>Annual report to shareholders, or members, and statistical supplements covering the two (2) most recent years from the utility's application filing date.</i>	Mr. Rives
3	37	807 KAR 5:001 Section 10(6)(r)	<i>The monthly managerial reports providing financial results of operations for the twelve (12) months in the test period.</i>	Ms. Scott
3	38	807 KAR 5:001 Section 10(6)(s)	<i>Securities and Exchange Commission's annual report for the most recent two (2) years, Form 10-Ks and any Form 8-Ks issued within the past two (2) years, and Form 10-Qs issued during the past six (6) quarters updated as current information becomes available.</i>	Mr. Rives

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
3	39	807 KAR 5:001 Section 10(6)(t)	<i>If the utility had any amounts charged or allocated to it by an affiliate or general or home office or paid any monies to an affiliate or general or home office during the test period or during the previous three (3) calendar years, the utility shall file: 1. A detailed description of the method and amounts allocated or charged to the utility by the affiliate or general or home office for each charge allocation or payment; 2. An explanation of how the allocator for the test period was determined; and 3. All facts relied upon, including other regulatory approval, to demonstrate that each amount charged, allocated or paid during the test period was reasonable;</i>	Ms. Scott
3	40	807 KAR 5:001 Section 10(6)(u)	<i>If the utility provides gas, electric or water utility service and has annual gross revenues greater than \$5,000,000, a cost of service study based on a methodology generally accepted within the industry and based on current and reliable data from a single time period.</i>	Mr. Seelye
3	41	807 KAR 5:001 Section 10(6)(v)	<i>Local exchange carriers with fewer than 50,000 access lines shall not be required to file cost of service studies, except as specifically directed by the commission. Local exchange carriers with more than 50,000 access lines shall file: 1. A jurisdictional separations study consistent with Part 36 of the Federal Communications Commission's rules and regulations; and 2. Service specific cost studies to support the pricing of all services that generate annual revenue greater than \$1,000,000, except local exchange access: a. Based on current and reliable data from a single time period; and b. Using generally recognized fully allocated, embedded, or incremental cost principles.</i>	Mr. Bellar
3	42	807 KAR 5:001 Section 10(7)(a)	<i>Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application: (a) A detailed income statement and balance sheet reflecting the impact of all proposed adjustments;</i>	Ms. Scott

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
3	43	807 KAR 5:001 Section 10(7)(b)	<i>Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application: (b) The most recent capital construction budget containing at least the period of time as proposed for any pro forma adjustment for plant additions.</i>	Ms. Charnas
3	44	807 KAR 5:001 Section 10(7)(c)	<i>Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application: (c) For each proposed pro forma adjustment reflecting plant additions provide the following information: 1. The starting date of the construction of each major component of plant; 2. The proposed in-service date; 3. The total estimated cost of construction at completion; 4. The amount contained in construction work in progress at the end of the test period; 5. A schedule containing a complete description of actual plant retirements and anticipated plant retirements related to the pro forma plant additions including the actual or anticipated date of retirement; 6. The original cost, cost of removal and salvage for each component of plant to be retired during the period of the proposed pro forma adjustment for plant additions; 7. An explanation of any differences in the amounts contained in the capital construction budget and the amounts of capital construction cost contained in the pro forma adjustment period; and 8. The impact on depreciation expense of all proposed pro forma adjustments for plant additions and retirements;</i>	Ms. Charnas
3	45	807 KAR 5:001 Section 10(7)(d)	<i>Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application: (d) The operating budget for each period encompassing the pro forma adjustments.</i>	Ms. Scott

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Vol. No.	Tab No.	Filing Requirement	Description	Sponsoring Witness
3	46	807 KAR 5:001 Section 10(7)(e)	<i>Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application: (e) The number of customers to be added to the test period-end level of customers and the related revenue requirements impact for all pro forma adjustments with complete details and supporting work papers.</i>	Mr. Seelye

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Filing Requirement
807 KAR 5:001 Section 10(1)(a)1
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

A statement of the reason the adjustment is required.

Response:

KU's rates must be adjusted to a level which will provide it with an opportunity to recover sufficient revenues to operate its electric business successfully, maintain its financial integrity, attract capital and compensate investors for the risks assumed with respect to its electric business. KU is under earning. Its plant dedicated to the service of customers has increased since its last rate case. Despite ongoing and significant efforts to manage costs and the implementation of operational efficiencies, its operation and maintenance costs have increased. KU's current rates do not provide sufficient revenue to pay the expenses of its operations and also provide a fair and reasonable return on its capital. The rates presently charged by KU are no longer compensatory and are unfair, unjust and unreasonable. KU now seeks an increase in rates in order to provide it an opportunity to recover sufficient revenues to operate in a safe and reliable manner, maintain its financial integrity, and properly compensate its shareholders for the risks assumed with respect to jurisdictional operations. Please refer to the testimonies of Victor A. Staffieri, Paul W. Thompson, Chris Hermann, S. Bradford Rives, Valerie L. Scott, Shannon L. Charnas, Ronald L. Miller, Daniel K. Arbough, William E. Avera, Lonnie E. Bellar, W. Steven Seelye, Robert M. Conroy and John Wolfram.

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(1)(a)2
Sponsoring Witness: Lonnie E. Bellar**

Description of Filing Requirement:

A statement that the utility's annual reports, including the annual report for the most recent calendar year, are on file with the Commission in accordance with 807 KAR 5:006, Section 3(1).

Response:

KU confirms that its annual reports, including the annual report for the most recent calendar year, are on file with the Commission in accordance with 807 KAR 5:006, Section 3(1).

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(1)(a)3
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or all out-of-state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.

Response:

The Company's amended and restated articles of incorporation have been filed with the Commission in Case No. 2005-00471, *In the Matter of: Application of Louisville Gas and Electric Company and Kentucky Utilities Company to Transfer Functional Control of Their Transmission System.* The Company incorporates by reference its articles filed in that case.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(1)(a)4
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

If the utility is a limited partnership, a certified copy of the limited partnership agreement and all amendments thereto or all out-of-state documents of similar import. If the utility's limited partnership agreement and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.

Response:

KU is not a limited partnership and, therefore, compliance with this filing requirement is not necessary.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(1)(a)5
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

If the utility is incorporated or a is a limited partnership, a certificate of good standing or certificate of authorization dated within sixty (60) days of the date the application is filed.

Response:

See attached.

**Commonwealth of Kentucky
Trey Grayson, Secretary of State**

Trey Grayson
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 92080

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

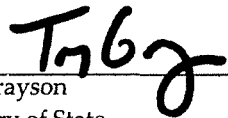
KENTUCKY UTILITIES COMPANY

is a corporation duly incorporated and existing under KRS Chapter 271B, whose date of incorporation is August 17, 1912 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 20th day of January, 2010, in the 218th year of the Commonwealth.




Trey Grayson
Secretary of State
Commonwealth of Kentucky
92080/0028494

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

KENTUCKY UTILITIES COMPANY is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is November 26, 1991.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 13, 2010*

Joel H. Peck

Joel H. Peck, Clerk of the Commission



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CFS

January 12, 2010

8161 Hwy. 100, 172
Nashville, TN 37221 USA

Request Type: Certificate of Existence/Authorization

Request #: 0006129

Issuance Date: 01/12/2010

Copies Requested: 1

Document Receipt

Receipt #: 39507

Filing Fee: \$20.00

Payment-Check/MO - CFS, Nashville, TN

\$60.00

Regarding: KENTUCKY UTILITIES COMPANY

Filing Type: Corporation For-Profit - Foreign

Charter/Qualification Date: 10/01/1919

Status: Active

Duration Term: Perpetual

Control #: 38909

Date Formed: 10/01/1919

Jurisdiction: Kentucky

Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that

KENTUCKY UTILITIES COMPANY

- * a Corporation formed in the jurisdiction set forth above, is authorized to transact business in this State;
- * has paid all fees, taxes and penalties owed to this State which affect the existence/authorization of the business;
- * has filed the most recent corporation annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.

Tre Hargett, Secretary of State
Business Services Division

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(1)(a)6
Sponsoring Witness: Lonnie E. Bellar**

Description of Filing Requirement:

A certified copy of a certificate of assumed name as required by KRS 365.015 or a statement that such a certificate is not necessary.

Response:

The legal name of KU is Kentucky Utilities Company. It has never done business in Kentucky under an assumed name and has never filed a Certificate of Assumed Name as may be required by KRS 365.015. KU does business in Virginia under the name Old Dominion Power Company. Please see the attached certificate regarding the use by KU of the name Old Dominion Power Company in Virginia.

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 20, 2010*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Russell, Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

By John T. Newton
President

STATE OF KENTUCKY:

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.

George S. Brooks II
Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Russell on the 26th day of November, 1991, and admitted to record as the law directs.

Ferry Blewins
Clerk

A COPY TESTE

Joseph H. Grammer, Clerk

Ferry Blewins

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 20, 2010*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Lee, Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

By John T. Newton
President

STATE OF KENTUCKY:

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.



George S. Brooks II
Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Lee on the 24th day of November, 1991, and admitted to record as the law directs. 1:28 pm

Charles Colton, Clerk
Clerk
By: Karen C. Jones DC.

A COPY TESTED

CHARLES COLTON, CLERK

Karen C. Jones
County Clerk

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 20, 2010*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Dickenson, Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

By John T. Newton
President

STATE OF KENTUCKY:

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.

George S. Brooks II
Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Dickenson on the 22nd day of November, 1991, and admitted to record as the law directs.

Lula Largent
Deputy
Clerk

1 COPY TESTE:

Lula Largent DEPUTY CLERK

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 20, 2010*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Scott, Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

By John T. Newton
President

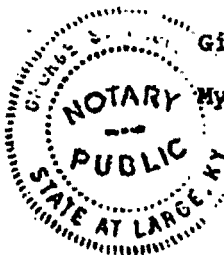
STATE OF KENTUCKY:

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.



George S. Brooks II
Notary Public

COMMONWEALTH OF VIRGINIA:

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Scott on the 2nd day of December, 1991, and admitted to record as the law directs, at 8:00 A.M.

A TRUE COPY TESTE:
CIRCUIT COURT CLERK'S OFFICE
SCOTT COUNTY, VIRGINIA

Harry S. Penley CLERK

Harry S. Penley
Clerk

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 20, 2010*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Wise, Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

By John T. Newton
President

STATE OF KENTUCKY:

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.

George S. Brooks II
Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Wise on the 26 day of November, 1991, and admitted to record as the law directs.

Troy L. Shaw
Clerk

One Quality Street
Lexington, Kentucky 40507

By John T. Newton
President

STATE OF KENTUCKY:

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.

George S. Brooks II
Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Wise on the 26 day of November, 1991, and admitted to record as the law directs.

Terry L. Shatt
Clerk

This is to certify that this is a true and correct reproduction or abstract of the official record filed with the Circuit Court for the City or County of Wise County/ City of Norton, Virginia.

Date Issued 11-26-91

Terry L. Shatt
Clerk or Deputy

(SEAL)

VOID IF ALTERED OR DOES NOT
BEAR IMPRESSED SEAL OF COURT

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(1)(a)7
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

The proposed tariff in a form which complies with 807 KAR 5:011 with an effective date not less than thirty (30) days from the date the application is filed.

Response:

See attached.

KU's Proposed Tariffs - Electric

Kentucky Utilities Company
220 West Main Street
Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

ELECTRIC SERVICE

In seventy-seven counties in the State of Kentucky
as depicted on territorial maps as filed with the

PUBLIC SERVICE COMMISSION
OF KENTUCKY

Date of Issue
January 29, 2010

Date Effective
March 1, 2010

Issued by
Lonnie E. Bellar, Vice President
State Regulation and Rates

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 1

GENERAL INDEX			
Standard Electric Rate Schedules – Terms and Conditions			
<u>Title</u>		<u>Sheet Number</u>	<u>Effective Date</u>
General Index		1	03-01-10
SECTION 1 - Standard Rate Schedules			
RS	Residential Service	5	03-01-10
VFD	Volunteer Fire Department Service	7	03-01-10
GS	General Service	10	03-01-10
AES	All Electric School	12	03-01-10
PS	Power Service	15	03-01-10
TODS	Time-of-Day Secondary Service	20	03-01-10
TODP	Time-of-Day Primary Service	22	03-01-10
RTS	Retail Transmission Service	25	03-01-10
FLS	Fluctuating Load Service	30	03-01-10
ST. LT.	Street Lighting Service	35	03-01-10
P.O. LT.	Private Outdoor Lighting	36	03-01-10
LE	Lighting Energy Service	37	03-01-10
TE	Traffic Energy Service	38	03-01-10
CTAC	Cable Television Attachment Charges	40	03-01-10
	Special Charges	45	03-01-10
	Returned Payment Charge		
	Meter Test Charge		
	Disconnect/Reconnect Service Charge		
	Meter Pulse Charge		
	Meter Data Processing Charge		
SECTION 2 – Riders to Standard Rate Schedules			
CSR	Curtable Service Rider	50	03-01-10
LRI	Load Reduction Incentive Rider	53	08-01-06
SQF	Small Capacity Cogeneration Qualifying Facilities	55	06-30-08
LQF	Large Capacity Cogeneration Qualifying Facilities	56	04-17-99
NMS	Net Metering Service	57	08-17-09
EF	Excess Facilities	60	03-01-10
RC	Redundant Capacity	61	03-01-10
SS	Supplemental/Stand-By Service	62	03-01-10
IL	Intermittent Load Rider	65	03-01-10
TS	Temporary/Seasonal Service Rider	66	03-01-10
KWH	Kilowatt-Hours Consumed By Lighting Unit	67	08-20-90
GER	Green Energy Riders	70	05-31-07
BDR	Brownfield Development Rider	71	03-07-08

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 1.1

GENERAL INDEX				
Standard Electric Rate Schedules – Terms and Conditions				
<u>Title</u>		<u>Sheet Number</u>	<u>Effective Date</u>	
SECTION 3 – Pilot Programs				
RTP	Real Time Pricing Rider	78	12-01-08	
LEV	Low Emission Vehicle Rider	79	03-01-10	T
SECTION 4 – Adjustment Clauses				
FAC	Fuel Adjustment Clause	85	06-29-09	
DSM	Demand-Side Management Cost Recovery Mechanism	86	03-01-10	T
ECR	Environmental Cost Recovery Surcharge	87	03-01-10	T
FF	Franchise Fee Rider	90	10-16-03	
ST	School Tax	91	03-01-10	T
HEA	Home Energy Assistance Program	92	02-06-09	
SECTION 5 – Terms and Conditions				
	Customer Bill of Rights	95	03-01-10	T
	General	96	07-01-04	
	Customer Responsibilities	97	03-01-10	T
	Company Responsibilities	98	07-01-04	
	Character of Service	99	03-01-10	T
	Special Terms and Conditions Applicable to Rate RS	100	02-06-09	
	Billing	101	03-01-10	T
	Deposits	102	03-01-10	T
	Budget Payment Plan	103	03-01-10	T
	Bill Format	104	03-01-10	T
	Discontinuance of Service	105	02-13-07	
	Line Extension Plan	106	12-30-09	
	Energy Curtailment and Restoration Procedures	107	01-08-07	

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 5

Standard Rate	RS
Residential Service	
APPLICABLE	
In all territory served.	
AVAILABILITY OF SERVICE	
Available for single phase delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Three phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of July 1, 2004.	
RATE	
Basic Service Charge:	\$15.00 per month
Plus an Energy Charge of:	\$ 0.06566 per kWh
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92
MINIMUM CHARGE	
The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE	
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS	
Service will be furnished under Company's Terms and Conditions applicable hereto.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 7

Standard Rate	VFD
Volunteer Fire Department Service	
APPLICABLE	
In all territory served.	
AVAILABILITY OF SERVICE	
Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of the customer with the customer determining whether service will be provided under this schedule or any other schedule applicable to this load.	
DEFINITION	
To be eligible for this rate a volunteer fire department is defined as:	
<ol style="list-style-type: none">1) having at least 12 members and a chief,2) having at least one fire fighting apparatus, and3) half the members must be volunteers	
RATE	
Basic Service Charge:	\$15.00 per month
Plus an Energy Charge of:	\$ 0.06566 per kWh
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
MINIMUM CHARGE	
The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE	
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS	
Service will be furnished under Company's Terms and Conditions applicable hereto.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 10

Standard Rate	GS
General Service Rate	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE To general lighting and small power loads for secondary service. Service under this schedule will be limited to average maximum loads not exceeding 50 kW. Existing customers with an average maximum load exceeding 50 kW who are receiving service under P.S.C. 13, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, will continue to be served under this rate at their option. New customers, upon demonstrating an average demand of 50 kW or greater, will be served under the appropriate rate schedule.	
RATE	
Basic Service Charge:	\$20.00 per month for single-phase service \$35.00 per month for three-phase service
Plus an Energy Charge of:	\$ 0.07719 per kWh
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
MINIMUM CHARGE The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 12

Standard Rate	AES	
		All Electric School
APPLICABLE		
In all territory served.		
AVAILABILITY OF SERVICE		
<p>Service under this rate is available where energy requirement for (1) a complex of school buildings on a central campus, (2) an individual school building, or (3) an addition to an existing school building is served electrically by Kentucky Utilities Company; such energy requirement to include, but not be limited to, lighting, heating, cooling and water heating. Other school buildings not so receiving every energy requirement electrically shall be separately metered from the above defined service and served under another appropriate applicable rate. At those locations where the school owns its distribution system and makes the service connections therefrom to the various buildings and/or load centers, the Company shall be given the option of providing service by use of the existing Customer owned distribution system, or of constructing its own facilities in accordance with the Company's Overhead Construction Standards. In any event, the Company's investment in construction may be limited to an amount not exceeding twice the estimated annual revenue from the service so connected. If the Customer desires, he will be allowed to make a contribution for the remaining requirement, so as to receive service under this schedule.</p> <p>School buildings, as referred to herein, shall be defined as buildings used as classrooms, laboratories, gymnasiums, libraries, cafeterias, school related offices or for other bona fide school purposes by duly constituted school authorities of Kentucky. This Rate Schedule is not available to include buildings of privately operated kindergartens or day care centers and is restricted to those customers receiving service on this rate as of February 6, 2009 .</p> <p>Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.</p>		
RATE		
Basic Service Charge:	\$20.00 per meter per month for single-phase service \$35.00 per meter per month for three-phase service	T/I T/I
Plus an Energy Charge of:	\$ 0.06988 per kWh.	T/I
ADJUSTMENT CLAUSES		
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause	Sheet No. 85	
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	T
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee Rider	Sheet No. 90	
School Tax	Sheet No. 91	

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 12.1

Standard Rate	A.E.S.
All Electric School	
MINIMUM CHARGE	
The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE	
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 15

Standard Rate	PS Power Service	
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE This rate schedule is available for secondary or primary service. Service under this schedule will be limited to minimum average secondary loads of 50 kW and maximum average loads not exceeding 250 kW. Secondary or primary customers receiving service under PSC 13, Fourth Revision of Original Sheet No. 20, Large Power Service, or Fourth Revision of Original Sheet No. 30, Mine Power Service, as of February 6, 2009, with loads not meeting these criteria will continue to be served under this rate at their option. Customers initiating service on this rate after February 6, 2009, and whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate.		
RATE		
Basic Service Charge per month:	Secondary \$90.00	Primary \$90.00
Plus an Energy Charge per kWh of:	\$ 0.03750	\$ 0.03750
Plus a Demand Charge per kW of:		
Summer Rate: (Five Billing Periods of May through September)	\$11.79	\$11.40
Winter Rate: (All other months)	\$ 9.54	\$ 9.14
Where the monthly billing demand is the greater of:		
a) the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary service, or		
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or		
c) a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.		
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91

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Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate	PS Power Service
DETERMINATION OF MAXIMUM LOAD	
The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.	
Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent of the applicable kW charge.	
In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD).	
$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$	
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE	
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.	
TERM OF CONTRACT	
Contracts under this rate shall be for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.	
TERMS AND CONDITIONS	
Service will be furnished under Company's Terms and Conditions applicable hereto.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate	TODS
Time-of-Day Secondary Service	
APPLICABLE	
In all territory served.	
AVAILABILITY OF SERVICE	
This schedule is available for secondary service. Service under this schedule will be limited to minimum average loads of 250kW and maximum average loads not exceeding 5,000 kW. Customers initiating service on this rate whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate.	
RATE	
Basic Service Charge per month:	\$200.00
Plus an Energy Charge per kWh of:	\$ 0.03758
Plus a Maximum Load Charge per kW of:	
Peak Demand Period	\$ 4.59
Intermediate Demand Period.....	\$ 3.06
Base Demand Period	\$ 3.71
Where:	
the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:	
a) the maximum measured load in the current billing period, or	
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and	
the monthly billing demand for the Base Demand Period is the greater of:	
a) the maximum measured load in the current billing period but not less than 250 kW, or	
b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or	
c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DETERMINATION OF MAXIMUM LOAD	
The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.	

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate	TODS		
Time-of-Day Secondary Service			
DETERMINATION OF MAXIMUM LOAD (continued)			
<p>Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.</p> <p>In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD)</p> $\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$			
RATING PERIODS			
The rating periods applicable to the Maximum Load charges shall be as follows:			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.			
TERM OF CONTRACT			
Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

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Standard Rate	TODP
Time-of-Day Primary Service	
APPLICABLE	
In all territory served	
AVAILABILITY OF SERVICE	
This schedule is available for primary service. Service under this schedule will be limited to minimum average loads of 250 kVA and maximum new loads not exceeding 50,000 kVA. Existing customers may increase loads to a maximum of 75,000 kVA by up to 2,000 kVA per year or in greater increments with approval of Company's transmission operator. Customers initiating service on this rate whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate or have a rate developed based on their electrical characteristics.	
RATE	
Basic Service Charge per month:	\$300.00
Plus an Energy Charge per kWh of:	\$ 0.03553
Plus a Maximum Load Charge per kVA of:	
Peak Demand Period	\$ 4.74
Intermediate Demand Period	\$ 3.16
Base Demand Period	\$ 1.97
Where:	
the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:	
a) the maximum measured load in the current billing period, or	
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and	
the monthly billing demand for the Base Demand Period is the greater of:	
a) the maximum measured load in the current billing period but not less than 250 kVA, or	
b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or	
c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

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Standard Rate	TODP		
Time-of-Day Primary Service			
DETERMINATION OF MAXIMUM LOAD			
The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.			
RATING PERIODS			
The rating periods applicable to the Maximum Load charges shall be as follows:			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.			
TERM OF CONTRACT			
Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

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Standard Rate	RTS
Retail Transmission Service	
APPLICABLE	
In all territory served.	
AVAILABILITY OF SERVICE	
This schedule is available for transmission service. Service under this schedule will be limited to maximum new loads not exceeding 50,000 kVA. Existing customers may increase loads to a maximum of 75,000 kVA by up to 2,000 kVA per year or in greater increments with approval of Company's transmission operator. Customers initiating service on this rate whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate or have a rate developed based on their electrical characteristics.	
RATE	
Basic Service Charge per month:	\$500.00
Plus an Energy Charge per kWh of:	\$ 0.03483
Plus a Maximum Load Charge per kVA of:	
Peak Demand Period	\$ 4.64
Intermediate Demand Period	\$ 3.09
Base Demand Period	\$ 1.04
Where:	
the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:	
a) the maximum measured load in the current billing period, or	
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and	
the monthly billing demand for the Base Demand Period is the greater of:	
a) the maximum measured load in the current billing period but not less than 250 kVA, or	
b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or	
c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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Standard Rate	RTS		
Retail Transmission Service			
DETERMINATION OF MAXIMUM LOAD			
The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.			
RATING PERIODS			
The rating periods applicable to the Maximum Load charges shall be as follows:			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.			
TERM OF CONTRACT			
Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

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Kentucky Utilities Company

Standard Rate	FLS		
Fluctuating Load Service			
APPLICABLE			
In all territory served.			
AVAILABILITY OF SERVICE			
<p>Available for primary or transmission service to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the Fluctuating Load Service Rate FLS schedule of Louisville Gas and Electric Company. This schedule is restricted to individual customers whose monthly demand is twenty (20) MVA or greater. A customer is defined as a fluctuating load if that customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.</p> <p>Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all customers whose load is defined as fluctuating and not served on another standard rate schedule as of July 1, 2004.</p>			
BASE RATE			
	<u>Primary</u>	<u>Transmission</u>	
Basic Service Charge per month:	\$500.00	\$500.00	T/I
Plus an Energy Charge per kWh of:	\$ 0.03553	\$ 0.03271	T/I
Plus a Maximum Load Charge per kVA of:			T
Peak Demand Period	\$ 2.75	\$ 2.75	T
Intermediate Demand Period	\$ 1.75	\$ 1.75	T
Base Demand Period	\$ 1.75	\$ 1.00	T
Where:			
the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:			
a) the maximum measured load in the current billing period, or			
b) a minimum of 60% of the highest billing demand in the preceding eleven (11) monthly billing periods, and			
the monthly billing demand for the Base Demand Period is the greater of:			
a) the maximum measured load in the current billing period but not less than 20,000 kVA, or			
b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or			
c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.			

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Standard Rate	FLS		
Fluctuating Load Service			
ADJUSTMENT CLAUSES			
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:			
Fuel Adjustment Clause			Sheet No. 85
Environmental Cost Recovery Surcharge			Sheet No. 87
Franchise Fee Rider			Sheet No. 90
School Tax			Sheet No. 91
DETERMINATION OF MAXIMUM LOAD			
The load will be measured and will be the average kVA demand delivered to the customer during the 5-minute period of maximum use during the appropriate rating period each month.			
RATING PERIODS			
The rating periods applicable to the Maximum Load charges shall be as follows:			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.			

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Standard Rate

FLS

Fluctuating Load Service

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TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA

Company reserves the right to interrupt up to 95% of Customer's load to facilitate Company compliance with system contingencies and with industry performance criteria. Customer will permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer's load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours, if any, under the CURTAILMENT SERVICE RIDER CSR. Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of E.ON U.S. LLC System (EUS System) owned or purchased generation or when Automatic Reserve Sharing is invoked with ECAR or an ISO/TRO. EUS System, as used herein, shall consist of KU and LG&E. At customer's request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

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Standard Rate

FLS

Fluctuating Load Service

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LIABILITY

In no event shall Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Standard Rate

ST. LT.

Street Lighting Service

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

DUE DATE OF BILL

Customer's payment will be due within twelve (12) days from the date of the bill.

DETERMINATION OF ENERGY CONSUMPTION

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36

Standard Rate	P.O. LT.		
Private Outdoor Lighting			
APPLICABLE			
In all territory served.			
AVAILABILITY OF SERVICE			
Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s).			
RATE			
<u>OVERHEAD SERVICE [Fixture Only]</u>			
Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture, photoelectric control and mast arm (cobra head).			
<u>TYPE OF FIXTURE</u>	<u>APPROX. LUMENS</u>	<u>kW RATING</u>	<u>MONTHLY CHARGE</u>
<u>High Pressure Sodium</u>			
Cobra Head	22,000*	0.242	\$12.64
Cobra Head	50,000*	0.471	20.59
Directional	9,500	0.117	8.05
Directional	22,000*	0.242	12.04
Directional	50,000*	0.471	17.32
Open Bottom	5,800	0.083	6.39
Open Bottom	9,500	0.117	6.93
<u>Mercury Vapor</u>			
Mercury Vapor is restricted to those fixtures in service. Upon failure, exiting fixtures will either be removed from service or replaced with available lighting at the customer's option.			
Cobra Head	20,000	0.453	\$12.35
Open Bottom	7,000	0.207	\$ 9.52

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36.1

Standard Rate	P.O. LT.		
Private Outdoor Lighting			
ADDITIONAL FACILITIES			
<p>The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240. All facilities required by Company will be standard stocked material. The above rates for OVERHEAD SERVICE contemplate installation on an existing wood pole and, if needed, up to 150 feet of conductor.</p> <p>Where the location of existing poles is not suitable or where there are no existing poles or adequate facilities for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge based upon the application of the monthly rate set forth in the Excess Facilities rider applied to the current cost of the facilities as periodically updated.</p>			
UNDERGROUND SERVICE			
<p>Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture, photoelectric control, and aluminum pole.</p>			
<u>TYPE OF POLE AND FIXTURE</u>	<u>APPROX. LUMENS</u>	<u>kW RATING</u>	<u>MONTHLY CHARGE</u>
<u>High Pressure Sodium</u>			
Acorn Decorative	4,000	0.060	\$12.56
Acorn Historic	4,000	0.060	\$18.99
Acorn Decorative	5,800	0.083	\$13.56
Acorn Historic	5,800	0.083	\$19.87
Acorn Decorative	9,500	0.117	\$14.19
Acorn Historic	9,500	0.117	\$20.61
Colonial	4,000	0.060	\$ 8.71
Colonial	5,800	0.083	\$ 9.61
Colonial	9,500	0.117	\$10.14
Coach	5,800	0.083	\$29.01
Coach	9,500	0.117	\$29.52
Contemporary	5,800	0.083	\$21.45
Additional Fixture	5,800	0.083	\$13.99
Contemporary	9,500	0.117	\$21.59
Additional Fixture	9,500	0.117	\$14.12
Contemporary	22,000*	0.242	\$27.38
Additional Fixture	22,000*	0.242	\$15.91
Contemporary	50,000*	0.471	\$30.67
Additional Fixture	50,000*	0.471	\$19.20

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36.2

<u>Standard Rate</u>	<u>P.O. LT.</u>		
<u>Private Outdoor Lighting</u>			
<u>TYPE OF POLE AND FIXTURE</u>	<u>APPROX. LUMENS</u>	<u>kW RATING</u>	<u>MONTHLY CHARGE</u>
<u>High Pressure Sodium (Continued)</u>			
Granville	16,000	0.181	\$49.56
Granville Accessories:			<u>MONTHLY CHARGE</u>
Single Crossarm Bracket (Existing Poles Only)			\$17.86
Twin Crossarm Bracket			19.88
24 Inch Banner Arm			3.10
24 Inch Clamp Banner Arm			4.28
18 Inch Banner Arm			2.86
18 Inch Clamp Banner Arm			3.53
Flagpole Holder			1.32
Post-Mounted Receptacle			18.54
Base-Mounted Receptacle			17.89
Additional Receptacle (2 Receptacles on Same Pole)			2.54
Planter			4.30
Clamp On Planter			4.77
<p>For UNDERGROUND SERVICE where secondary voltage of 120/240 is available, Company will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Where Customer's location would require the installation of additional facilities, Company may furnish, own, and maintain the requested facilities at an additional charge per month to be determined by Company. Such charges are subject to change by Company upon 30 days prior written notice.</p> <p>Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seedling/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seedling/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.</p>			

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<u>Standard Rate</u>	<u>P.O. LT.</u>		
<u>Private Outdoor Lighting</u>			
<u>Customer Ordered Styles</u>			
<p>Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.</p>			
<p>NOTE: * NOT AVAILABLE FOR URBAN RESIDENTIAL HOME USE</p>			
METAL HALIDE COMMERCIAL AND INDUSTRIAL LIGHTING [OVERHEAD AND UNDERGROUND]			
<u>TYPE OF POLE AND FIXTURE</u>	<u>APPROX. LUMENS</u>	<u>KW RATING</u>	<u>MONTHLY CHARGE</u>
<u>Metal Halide</u>			
Directional Fixture Only	12,000	0.150	\$12.43
Directional Fixture With Wood Pole	12,000	0.150	16.66
Directional Fixture With Direct Burial Metal Pole	12,000	0.150	24.84
Directional Fixture Only	32,000	0.350	17.83
Directional Fixture With Wood Pole	32,000	0.350	22.06
Directional Fixture With Metal Pole	32,000	0.350	30.24
Directional Fixture Only	107,800	1.080	37.43
Directional Fixture With Wood Pole	107,800	1.080	41.66
Directional Fixture With Metal Pole	107,800	1.080	49.84
Contemporary Fixture Only	12,000	0.150	13.62
Contemporary Fixture With Direct Burial Metal Pole	12,000	0.150	26.03
Contemporary Fixture Only	32,000	0.350	19.51
Contemporary Fixture With Metal Pole	32,000	0.350	31.92
Contemporary Fixture Only	107,800	1.080	40.66
Contemporary Fixture With Metal Pole	107,800	1.080	53.07

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Standard Rate	P.O. LT.
Private Outdoor Lighting	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DUE DATE OF BILL	
Payment is due within twelve (12) days from the date of the bill. Billing for this service to be made a part of the bill rendered for other electric service.	
DETERMINATION OF ENERGY CONSUMPTION	
The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.	
TERM OF CONTRACT	
For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period.	
Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source.	
TERMS AND CONDITIONS	
1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.	
2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The customer shall be responsible for reporting outages and other operating faults, and the Company will undertake to service the lighting equipment within two (2) business days after such notification by the customer.	
3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.	
4. The Company shall own and maintain all facilities required in providing this service, except as noted above.	

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Standard Rate	LE
Lighting Energy Service	
APPLICABLE	
In all territory served.	
AVAILABILITY OF SERVICE	
Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.	
RATE	
\$0.05465 per kWh	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax	Sheet No. 85 Sheet No. 87 Sheet No. 90 Sheet No. 91
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from the date of the bill.	
CONDITIONS OF DELIVERY	
a) Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served. b) The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the customer in consideration of the type and size of customer's street lighting system and the voltage which Company has available for delivery.	
TERMS AND CONDITIONS	
Service will be furnished under Company's Terms and Conditions applicable hereto.	

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Standard Rate	TE	
Traffic Energy Service		
APPLICABLE		
In all territory served.		
AVAILABILITY OF SERVICE		
Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service to traffic control devices including signals, cameras, or other traffic lights which operate on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate customer.		
RATE		
Basic Service Charge:	\$3.14 per delivery per month	T/I
Plus an Energy Charge of:	\$0.07000 per kWh	I
ADJUSTMENT CLAUSES		
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause	Sheet No. 85	
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee Rider	Sheet No. 90	
School Tax	Sheet No. 91	
MINIMUM CHARGE		
The Basic Service Charge shall be the minimum charge.		
DUE DATE OF BILL		
Customer's payment will be due within twelve (12) days from the date of the bill.		
CONDITIONS OF SERVICE		
1. Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.		
2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer.		
3. Traffic lights not operated on an all-day every-day basis will be served under General Service Rate GS.		
TERMS AND CONDITIONS		
Service will be furnished under Company's Terms and Conditions applicable hereto.		

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Standard Rate	CTAC
Cable Television Attachment Charges	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE Where Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement supplied by Company.</p>	T
<p>ATTACHMENT CHARGE \$8.93 per year for each attachment to pole, subject to annual adjustment as provided below.</p>	T/I
<p>ATTACHMENT CHARGE ADJUSTMENT The Attachment Charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Attachment Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.</p>	T T
<p>BILLING Attachment Charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement, the Attachment Charges will be prorated to the date of such termination. Payment will be due within thirty (30) days from date of bill. Non-payment of bills shall constitute a default of the Agreement.</p>	T ↓
<p>TERM OF AGREEMENT The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.</p>	T
<p>TERMS AND CONDITIONS OF POLE ATTACHMENTS Pole attachments shall be permitted in accordance with this Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with, the special provisions of this Schedule.</p> <p>Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:</p>	T T T ↓

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Standard Rate	CTAC
Cable Television Attachment Charges	
<p>1. ATTACHMENT APPLICATIONS AND PERMITS Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefore on a form to be supplied by Company. The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company, unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer. In the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back attachment fee for any excess attachments. The back attachment fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.</p> <p>2. PERMITTED ATTACHMENTS Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two (2) inches. Any messenger attachment other than to tangent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by Company, and as a separate attachment application.</p> <p>3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.</p> <p>4. MAINTENANCE OF ATTACHMENTS Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working</p>	

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Standard Rate

CTAC

Cable Television Attachment Charges

use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than 30 day after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.

5. COSTS ASSOCIATED WITH ATTACHMENTS

In the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Company will indicate on the application and permit form the changes necessary to provide adequate poles and the estimated cost thereof to Customer. If Customer still desires to make the attachments, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.

6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES

Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.

7. FRANCHISES AND EASEMENTS

Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Company which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental

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agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.

8. INSPECTION OF FACILITIES

Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.

9. PRECAUTIONS TO AVOID FACILITY DAMAGE

Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility of any and all loss for such damage caused by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.

10. INDEMNITIES AND INSURANCE

Customer shall defend, indemnify and save harmless Company from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature-including but not limited to costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company it-self or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of Company, either solely or in concurrence with any alleged joint negligence of Company.

Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:

- (a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employer's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee.
- (b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.
- (c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).
- (d) In the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.

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<p>(e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).</p>	
<p>(f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.</p>	
<p>Before starting work, Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.</p>	
<p>Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Kentucky Utilities Company so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the named insured and Kentucky Utilities Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."</p>	
<p>11. ATTACHMENT REMOVAL AND NOTICES</p>	
<p>Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company. No refund of any attachment charge will be due on account of such voluntary removal.</p>	
<p>12. FORBIDDEN USE OF POLES</p>	
<p>Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any attachment charge will be due on account of any removal resulting from such forbidden use.</p>	
<p>13. NON-COMPLIANCE</p>	
<p>If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.</p>	

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14. WAIVERS	
Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions or the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.	
15. USE OF COMPANY'S FACILITIES BY OTHERS	
Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.	
16. ASSIGNMENT	
Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.	
17. PROPERTY RIGHTS	
No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.	
18. FAILURE TO PROCEED	
Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.	
19. TERMINATION	
Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.	
20. SECURITY	
Customer shall furnish bond for the purposes hereinafter specified as follows:	
<ul style="list-style-type: none">(a) during the period of Customer's initial installation of its facilities and at the time of any expansion involving more than seventy-five (75) poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which Customer intends to attach its facilities;(b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);(c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).	

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<p>(d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.</p> <p>e) Company in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by, and subject to the other requirements of, this Section 22.</p>	
21. NOTICES	
<p>Any notice, or request, required by these Rules and Regulations or Terms and Conditions or the Agreement shall be deemed properly given if mailed, postage pre-paid, to Company, in the case of Company; or in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.</p>	
22. ADJUSTMENTS	
<p>Nothing contained herein or in any Agreement shall be construed as affecting in any way the right of Company, and Company shall at all times have the right, to unilaterally file with the Public Service Commission a change in rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to the Agreement.</p>	
23. BINDING EFFECT	
<p>Subject to the provisions of Section 18 hereof, the Agreement and these Rules and Regulations or Terms and Conditions shall extend to and bind the successors and assigns of the parties hereto.</p>	

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Special Charges

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.

RETURNED PAYMENT CHARGE

In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the customer will be charged \$10.00 to cover the additional processing costs.

METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a customer, pursuant to 807 KAR 5:006, Section 18, and the results show the meter was not more than two percent fast, the customer will be charged \$60.00 to cover the test and transportation costs.

DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$25.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.

Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$29.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

METER PULSE CHARGE

Where a customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per pulse per month will be made to those data pulses. Time pulses will not be supplied.

METER DATA PROCESSING CHARGE

A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports. If a customer is not recorder metered and desires to have such metering installed, the customer will pay all costs associated with installing the recorder meter.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate Rider

CSR

Curtailable Service Rider

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APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider shall be made available to customers served under applicable power schedules who contract for not less than 1,000 kilowatts individually and up to an aggregate of 200 megawatts of total requirements to be subject to curtailment under this schedule, such curtailment to be implemented upon notification by the Company.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed five hundred hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time that may have both physical curtailments and buy-through options within the interval between the start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Company may request at its sole discretion up to 100 hours of physical curtailment per year without a buy-through option. Company may also request at its sole discretion up to 400 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements.

Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand, as measured on a 15-minute demand basis. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the maximum demand during any requested curtailment less the contracted firm demand multiplied by the time period (hours) of interruption. The measured demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance, as measured on a 15-minute demand basis.

Option B -- Customer may contract for a given amount of curtailable load by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum 15-minute demand immediately prior to the curtailment less the designated curtailable load.

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Standard Rate Rider

CSR

Curtable Service Rider

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During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the curtable load designated in the contract multiplied by the time period (hours) of a requested curtailment. Non-compliance for each requested physical curtailment shall be the measured positive value determined by subtracting (i) Customer's designated curtable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.

RATE

Customer will receive the following credits for curtable service during the month:

- Transmission Voltage Service \$ 5.10 per kW of Curtable Billing Demand
- Primary Voltage Service \$ 5.20 per kW of Curtable Billing Demand
- Non-Compliance Charge of: \$16.00 per kW

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges.

CURTABLE BILLING DEMAND

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) the Customer's measured maximum kilowatt demand during the billing period for any 15-minute interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., and (ii) for the months October continuously through May, from 6 A.M. to 10 P.M., and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be the customer Designated Curtable Load, as described above.

AUTOMATIC BUY-THROUGH PRICE

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

Automatic Buy-Through Price = NGP x .012000 MMBtu/kWh

Where: NGP represents the mid-point price for natural gas (\$/MMBtu) posted for the day in "Gas Daily" for Dominion—South Point and will be used for the electrical day from 12 midnight to midnight. Also the posted price for Monday or the day after a holiday is the posted price for Saturday, Sunday and the holiday.

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Standard Rate Rider	CSR
Curtable Service Rider	
TERM OF CONTRACT	
The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.	
TERMS AND CONDITIONS	
Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

LRI

Load Reduction Incentive Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule shall be made available as a rider to any customer served on Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.

RATE

Up to \$0.30 per kWh

TERMS AND CONDITIONS

- 1) Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours.
- 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per kWh for Customer to operate Customer's stand-by generation.
- 4) Customer is obligated to operate Customer's stand-by generation should Customer accept Company's offered price.
- 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system).
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

TERM OF CONTRACT

The minimum term of contract shall be for one (1) year and thereafter until terminated by either party giving at least six (6) months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

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Date Effective: August 1, 2006

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider **SQF**
Small Capacity Cogeneration and Small Power Production Qualifying Facilities

APPLICABLE:

In all territory served.

AVAILABILITY OF SERVICE

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 kW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under "Parallel Operation".

Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.

RATE A: TIME-DIFFERENTIATED RATE

1. For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours), \$0.07690 per kWh
2. For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours), \$0.03734 per kWh
3. During all other hours (off-peak hours) \$0.03759 per kWh

Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

RATE B: NON-TIME-DIFFERENTIATED RATE

For all kWh purchased by Company, \$0.04262 per kWh

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Date Effective: June 30, 2008

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Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

SELECTION OF RATE AND METERING

Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").

If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.

In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.

Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.

PAYMENT

Any payment due from Company to Seller will be due within twelve (12) days from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.

PARALLEL OPERATION

Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator

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Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).

2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.
3. Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.
4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.
5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.

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Date Effective: December 5, 1985

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Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.
7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.
8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.
9. Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.
10. Company reserves the right to curtail a purchase from Seller when:
 - (a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or
 - (b) Company has a system emergency and purchases would (or could) contribute to such emergency.

Seller will be notified of each curtailment.

TERMS AND CONDITIONS

Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions.

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Date Effective: December 5, 1985

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Standard Rate Rider

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

AVAILABILITY

In all territory served.

APPLICABILITY OF SERVICE

Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to Company.

RATES FOR PURCHASES FROM QUALIFYING FACILITIES

Energy Component Payments

The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to $[AEC \times E_{QF}]$, where E_{QF} is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

Capacity Component Payments

The hourly avoided capacity cost (ACC) in \$ per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Company from the inter-utility market (which includes both energy and capacity charges) less Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to $[ACC \times CAP_i]$, where CAP_i , the capacity delivered by the QF, is determined on the basis of the system demand (D_i) and Company's need for capacity in that hour to adequately serve the load.

Determination of CAP_i

For the following determination of CAP_i , C_{KU} represents Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity; C_{QF} represents the actual capacity provided by a QF, but no more than the contracted capacity; and C_M represents capacity purchased from the inter-utility market.

1. System demand is less than or equal to Company's capacity:
 $D_i \leq C_{KU}$; $CAP_i = 0$
2. System demand is greater than Company's capacity but less than or equal to the total of Company's capacity and the capacity provided by a QF:

$$C_{KU} < D_i \leq [C_{KU} + C_{QF}] ; CAP_i = C_M$$

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Standard Rate Rider

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

3. System demand is greater than the total of Company's capacity and the capacity provided by a QF:

$$D_1 > [C_{KU} + C_{QF}]; \quad CAP_1 = C_{QF}$$

PAYMENT

Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within twelve (12) days of the date the bill is rendered. In lieu of such payment plan, Company will, upon written request, credit the Customer's account for such purchases.

TERM OF CONTRACT

For contracts which cover the purchase of energy only, the term shall be one (1) year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one (1) year's written notice.

For contracts which cover the purchase of capacity and energy, the term shall be five (5) years.

TERMS AND CONDITIONS

1. Qualifying facilities shall be required to pay for any additional interconnection costs, to the extent that such costs are in excess of those that Company would have incurred if the qualifying facility's output had not been purchased.
2. A qualifying facility operating in parallel with Company must demonstrate that its equipment is designed, installed, and operated in a manner that insures safe and reliable interconnected operation. A qualifying facility should contact Company for assistance in this regard.
3. The purchasing, supplying and billing for service, and all conditions applying hereto, shall be specified in the contract executed by the parties, and are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Terms and Conditions currently in effect, as filed with the Commission.

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Date Effective: April 17, 1999

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

NMS

Net Metering Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. This Standard Rate Rider is intended to comply with all provisions of the Interconnection and Net Metering Guidelines approved by the Public Service Commission of Kentucky, which can be found on-line at www.psc.ky.gov as Appendix A to the January 8, 2009 Order in Administrative Case No. 2008-00169.

METERING AND BILLING

Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.

If electricity generated by Customer and fed back to Company's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a credit for the net delivery on Customer's bill for the succeeding billing periods. Any such unused excess credits will be carried forward and drawn on by Customer as needed. Unused excess credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

NET METERING SERVICE INTERCONNECTION GUIDELINES

General – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:

1. Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
2. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
4. Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
5. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and

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Standard Rate Rider

NMS

Net Metering Service

NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)

operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.

6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence or willful misconduct of Company.

Level 1 – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:

1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.
3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
4. A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line.
5. A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line.
6. A net metering generator will not be connected to an area or spot network.
7. There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".
8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Level 2 – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741, or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at www.eon-us.com and upon request.

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Date Effective: August 17, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

NMS
Net Metering Service

NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)

Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that the Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

Additional studies requested by Customer shall be at Customer's expense.

CONDITIONS OF INTERCONNECTION

Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:

1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.
2. Customer shall represent and warrant compliance of the net metering generator with:
 - a) any applicable safety and power standards established by IEEE and accredited testing laboratories;
 - b) NEC, as may be revised from time-to-time;
 - c) Company's rules and regulations and Terms and Conditions, as may be revised by time-to-time by the Public Service Commission of Kentucky;
 - d) the rules and regulations of the Public Service Commission of Kentucky, as may be revised by time-to-time by the Public Service Commission of Kentucky;
 - e) all other local, state, and federal codes and laws, as may be in effect from time-to-time.
3. Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.
4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.
5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Company shall be responsible for repair of damage caused to the net metering

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Standard Rate Rider

NMS

Net Metering Service

CONDITIONS OF INTERCONNECTION (continued)

generator resulting solely from the negligence or willful misconduct on the part of the Company.

6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rate schedule.
7. Where required by the Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational. The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.
8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if Company believes that:
 - a) continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system;
 - b) the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
 - c) the net metering generator interferes with the operation of Company's electric system.In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.
9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.
10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating

Date of Issue: January 29, 2010

Date Effective: August 17, 2009

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Standard Rate Rider

NMS

Net Metering Service

CONDITIONS OF INTERCONNECTION (continued)

Customer's net metering generator or any related equipment or any facilities owned by Company except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors.

The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.

11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.
12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.
14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.

DEFINITIONS

"Billing period" shall be the time period between the dates on which Company issues the customer's bills.

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.

TERMS AND CONDITIONS

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57.5

Standard Rate Rider

NMS
Net Metering Service

LEVEL 1

Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to:

Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact KU at:

502-627-2202 or customer.commitment@eon-us.com

Customer Name: _____ Account Number: _____

Customer Address: _____

Customer Phone No.: _____ Customer E-mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Energy Source: Solar Wind Hydro Biogas Biomass

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

Power Rating of Energy Source (i.e., solar panels, wind turbine): _____

Is Battery Storage Used: No Yes If Yes, Battery Power Rating: _____

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Utility's meter, energy source, (*optional: Utility accessible disconnect switch*) and inverter.

Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: _____

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Standard Rate Rider

NMS
Net Metering Service

LEVEL 2

Application for Interconnection and Net Metering

Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of **UL 1741** or does not meet any of the additional conditions under Level 1.

Submit this Application, along with an application fee of \$100, to:

Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact KU at:

502-627-2202 or customer.commitment@eon-us.com

Customer Name: _____ Account Number: _____

Customer Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Total Generating Capacity of Generating Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Hydro Biogas Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of **UL 1741**.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, Xd, & Xd).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Customer Signature: _____ Date: _____

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

EF

Excess Facilities

APPLICABILITY

In all territory served.

AVAILABILITY OF SERVICE

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

DEFINITION OF EXCESS FACILITIES

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

EXCESS FACILITIES CHARGE

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities.

Customer shall pay for excess facilities by either (i) making a monthly excess facilities charge payment covering the cost of the leased facilities or (ii) making a one-time contribution-in-aid-of-construction (CIAC) payment and a monthly excess facilities charge associated with the operating expenses and expected replacement costs of the facilities.

For leased facilities, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:

(i) Monthly Charge for Leased Facilities	1.61%
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For facilities supported by a CIAC Payment, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:

(ii) Monthly Charge for Facilities Supported by a one-time CIAC payment	0.75%
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PAYMENT

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

TERM OF CONTRACT

The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.

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Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

RC

Redundant Capacity

APPLICABLE

This rate is applicable to customers served under Company's rate schedules which include a demand charge or a special contract including a demand charge.

AVAILABILITY

Available to customers requesting the reservation of capacity on Company's facilities which are shared by other customers when Company has and is willing to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to the Customer's facility in the event that an emergency or unusual occurrence renders the Customer's principal delivery unavailable for providing service.

RATE:

Capacity Reservation Charge

Secondary Distribution	\$0.89 per kW per month
Primary Distribution	\$0.70 per kW per month

Applicable to the greater of:

- (1) the highest average load in kilowatts recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period;
- (2) 50% of the maximum demand similarly determined for any of the eleven (11) preceding months; or
- (3) the contracted capacity reservation.

TERM OF CONTRACT

The minimum contract term shall be five (5) years and shall be renewed for one-year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.

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Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider	SS		
Supplemental or Standby Service			
APPLICABLE			
In all territory served.			
AVAILABILITY OF SERVICE			
This service is available as a rider to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.			
RATE			
	Secondary	Primary	Transmission
Contract Demand per kVA per Month	\$ 8.57	\$ 7.49	\$ 6.32
CONTRACT DEMAND			
Contract Demand is defined as the number of kilowatts mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.			
MINIMUM CHARGE			
Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, the minimum billing under that rate schedule shall in no case be less than an amount calculated at the appropriate rate above applied to the Contract Demand.			
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
SPECIAL TERMS AND CONDITIONS			
1) In order to protect its equipment from overload damage, Company may require customer to install at Customer's own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event customer's demand materially exceeds that for which the customer contracted.			
2) In the event customer's use of service is intermittent or subject to violent fluctuations, Company will require customer to install and maintain at Customer's own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.			

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Date Effective: March 1, 2010

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Standard Rate Rider

SS

Supplemental or Standby Service

SPECIAL TERMS AND CONDITIONS (continued)

- 3) Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.

TERM OF CONTRACT

The minimum contract period shall be one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions except as provided herein.

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Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

IL

Rider for Intermittent Loads

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

RATE

1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein.
 - (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes.
 - (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.

MINIMUM CHARGE

As determined by this Rider and the Rate Schedule to which it is attached.

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Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate Rider

TS

Temporary and/or Seasonal Electric Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider is available at the option of Customer where Customer's business is of such nature to require:

1. only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; or
2. where Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide.

This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes.

CONDITIONS

Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefor the following conditions and agreements:

1. Customer shall pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased. T
2. Customer shall pay regular rate of the applicable electric rate schedule. T
3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the Carrying Cost Charge specified on the Excess Facilities Rider, Rate Sheet No. 60.

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

Kilowatt-Hours Consumed By Street Lighting Units

APPLICABLE

Determination of energy set out below applies to the Company's non-metered lighting rate schedules.

DETERMINATION OF ENERGY CONSUMPTION

The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.

HOURS USE TABLE

<u>Month</u>	<u>Hours Light Is In Use</u>
JAN	407
FEB	344
MAR	347
APR	301
MAY	281
JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415
TOTAL FOR YEAR	4,000 HRS.

Date of Issue: January 29, 2010

Date Effective: March 1, 2000

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

SGE

Small Green Energy Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rider is available to customers receiving service under Company's standard RS or GS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

DEFINITIONS

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.

RATE

\$5.00 per 300 kWh block per month

TERMS AND CONDITIONS

- a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any Customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.
- c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

Date of Issue: January 29, 2010

Date Effective: May 31, 2007

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

LGE

Large Green Energy Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rider is available to customers receiving service under Company's standard PS, TOD, RTS, or IS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

DEFINITIONS

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.

RATE

\$13.00 per 1,000 kWh block per month

TERMS AND CONDITIONS

- a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by entering into a written one-year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.
- c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

Date of Issue: January 29, 2010

Date Effective: May 31, 2007

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

BDR

Brownfield Development Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rider is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions;

- a) The minimum monthly billing load must be 500 kW or greater;
- b) The service must be from existing facilities;
- c) The service location must have been idle for a minimum of two years; and
- d) The service location must have been submitted to, approved by, and added to the Commonwealth of Kentucky's inventory of "brownfield" sites.

RATE

Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except:

- a) for the twelve consecutive monthly billings of the first contract year, the demand charge shall be reduced by 50%,
- b) for the twelve consecutive monthly billings of the second contract year, the demand charge shall be reduced by 40%,
- c) for the twelve consecutive monthly billings of the third contract year, the demand charge shall be reduced by 30%,
- d) for the twelve consecutive monthly billings of the fourth contract year, the demand charge shall be reduced by 20%,
- e) for the twelve consecutive monthly billings of the fifth contract year, the demand charge shall be reduced by 10%, and
- f) all subsequent billing shall be at the full charges stated in the applicable rate schedule.

TERMS AND CONDITIONS

Company may offer differing terms as it deems them appropriate under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer and subject to approval by the Public Service Commission of Kentucky.

TERM OF CONTRACT

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) years and for such time thereafter under the terms stated in the standard rate schedule. A greater Term of Contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this Rider is attached after the original Term of Contract.

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate Rider	RTP
Real-Time Pricing Rider	
<p>APPLICABLE In all territory served by the Company.</p>	
<p>AVAILABILITY OF SERVICE RTP shall be offered as an optional three (3) year pilot program and is available as a rider to the Company's P.S.C. No. 13, LTOD, or IS rate schedules for customers having received service under those schedules for a minimum of one (1) year as of December 1, 2008. Service will be provided under RTP following its approval and shall remain in effect until modified or terminated by order of the Commission.</p> <p>a) No customers will be accepted on RTP following the end of the second year of the pilot program. A customer exiting the pilot program or disconnected for non-pay will not be allowed to return to it until the Commission has issued a decision on the pilot program report.</p> <p>b) The Company will file a report on RTP with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations.</p> <p>c) Service under RTP may not be taken in conjunction with any other load reduction riders such as but not limited to CSR, LRI, or NMS.</p>	
<p>BILLING Customers participating in the RTP Pilot will be billed monthly based on the following calculation:</p> $\text{RTP Bill} = \text{SB} + \text{PC} + \sum_{t=1}^n \{ \text{Price}_t \times (\text{AL}_t - \text{CBL}_t) \}$ <p>Where:</p> <p>RTP Bill = Customer's bill for service under this tariff in a specific month. SB = Customer's bill for the current billing period based on current usage and billed under the appropriate standard rate schedule. PC = Customer specific program charge. $\sum_{t=1}^n$ = Sum of all hours of the billing period from t=1 to n. Price_t = Real-time day-ahead marginal generation supply cost for hour t. AL_t = Customer's actual kVA load for hour t. CBL_t = Customer's baseline kVA load for hour t.</p>	
<p>HOURLY PRICING Hourly prices (Price_t) are determined each day based on projections of the marginal generation supply cost for the next day and adjusted for losses to the customer's delivery voltage. Hourly prices will be provided on a day-ahead basis to Customer. The Company may revise these prices the day before they become effective. Prices become binding at 4:00 p.m. of the preceding day. Service under RTP will require customer enter into a confidentiality agreement with the Company to protect the day ahead hourly prices.</p>	

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Date of Issue: January 29, 2010

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate Rider

RTP

Real-Time Pricing Rider

CUSTOMER BASELINE LOAD (CBL)

The CBL is based on one complete calendar year of hourly firm kVA load data developed from actual historical metered interval data for the Customer's specific service delivery and mutually agreed to by Customer and Company. The CBL is determined by:

1. selecting the historical calendar period that corresponds to the current billing period,
2. shifting the historical calendar period back no more than 4 days or forward until the days of the week agree for the historical calendar period and the current billing period, and
3. adjusting on a pro rata basis each hour of the historical calendar period so that the sum of the hourly kVA loads for the historical calendar period matches the sum of the hourly kVA loads for the current billing period.

PROGRAM CHARGE (PC)

A program charge of \$57 per billing period shall be added to the Customer's bill to cover the additional customer specific costs associated with the pilot program.

MINIMUM CHARGE

The minimum charge in the applicable Standard Tariff shall apply plus PC, customer specific program charge.

TERMS OF CONTRACT

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.

TERMS AND CONDITIONS

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

Date of Issue: January 29, 2010

Date Effective: December 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate	LEV												
Low Emission Vehicle Service													
<p>APPLICABLE In the territory served.</p>													
<p>AVAILABILITY OF SERVICE LEV shall be available as option to customers otherwise served under rate schedule RS to encourage off-peak power for low emission vehicles.</p> <ol style="list-style-type: none"> 1) LEV is a three year pilot program that may be restricted to a maximum of one hundred (100) customers eligible for Rate RS in any year and shall remain in effect until modified or terminated by order of the Commission. Company will accept applications on a first-come-first-served basis. 2) This service is restricted to customers who demonstrate power delivered to premises is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include: <ol style="list-style-type: none"> a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises, b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises. 3) A customer exiting the pilot program or disconnected for non-payment may not be allowed to return to it until the Commission has issued a decision on the pilot program report. 4) Company will file a report on LEV with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations. 													
<p>RATE</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Basic Service Charge:</td> <td style="text-align: right;">\$15.00 per month</td> </tr> <tr> <td colspan="2">Plus an Energy Charge:</td> </tr> <tr> <td style="padding-left: 20px;">Off Peak Hours:</td> <td style="text-align: right;">\$ 0.04556 per kWh</td> </tr> <tr> <td style="padding-left: 20px;">Intermediate Hours:</td> <td style="text-align: right;">\$ 0.06583 per kWh</td> </tr> <tr> <td style="padding-left: 20px;">Peak Hours:</td> <td style="text-align: right;">\$ 0.12672 per kWh</td> </tr> </table>		Basic Service Charge:	\$15.00 per month	Plus an Energy Charge:		Off Peak Hours:	\$ 0.04556 per kWh	Intermediate Hours:	\$ 0.06583 per kWh	Peak Hours:	\$ 0.12672 per kWh		
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Off Peak Hours:	\$ 0.04556 per kWh												
Intermediate Hours:	\$ 0.06583 per kWh												
Peak Hours:	\$ 0.12672 per kWh												
<p>ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Fuel Adjustment Clause</td> <td style="text-align: right;">Sheet No. 85</td> </tr> <tr> <td>Demand Side Management Cost Recovery Mechanism</td> <td style="text-align: right;">Sheet No. 86</td> </tr> <tr> <td>Environmental Cost Recovery Surcharge</td> <td style="text-align: right;">Sheet No. 87</td> </tr> <tr> <td>Franchise Fee Rider</td> <td style="text-align: right;">Sheet No. 90</td> </tr> <tr> <td>School Tax</td> <td style="text-align: right;">Sheet No. 91</td> </tr> <tr> <td>Home Energy Assistance Program</td> <td style="text-align: right;">Sheet No. 92</td> </tr> </table>		Fuel Adjustment Clause	Sheet No. 85	Demand Side Management Cost Recovery Mechanism	Sheet No. 86	Environmental Cost Recovery Surcharge	Sheet No. 87	Franchise Fee Rider	Sheet No. 90	School Tax	Sheet No. 91	Home Energy Assistance Program	Sheet No. 92
Fuel Adjustment Clause	Sheet No. 85												
Demand Side Management Cost Recovery Mechanism	Sheet No. 86												
Environmental Cost Recovery Surcharge	Sheet No. 87												
Franchise Fee Rider	Sheet No. 90												
School Tax	Sheet No. 91												
Home Energy Assistance Program	Sheet No. 92												

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 79.1

Standard Rate	LEV		
Low Emission Vehicle Service			
DETERMINATION OF PRICING PERIODS			
Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:			
<u>Summer months of May through September</u>			
	<u>Off-Peak</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	10 PM - 10 AM	10 AM - 1 PM 7 PM - 10 PM	1 PM - 7 PM
Weekends	All Hours		
<u>All other month of October continuously through April</u>			
	<u>Off Peak</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	10 PM - 6 AM	12 Noon - 10 PM	6 AM - 12 Noon
Weekends	All Hours		
MINIMUM CHARGE			
The Basic Service Charge shall be the minimum charge.			
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.			
TERMS OF CONTRACT			
For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional pilot program will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.			

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause	FAC
Fuel Adjustment Clause	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE This schedule is mandatory to all electric rate schedules.</p>	
<p>(1) The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:</p>	
$\text{Adjustment Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$	
<p>where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below.</p>	
<p>(2) Fuel costs (F) shall be the most recent actual monthly cost of:</p>	
<p>(a) Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation; plus</p>	
<p>(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages; plus</p>	
<p>(c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less</p>	
<p>(d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.</p>	
<p>(e) All fuel costs shall be based on weighted average inventory costing.</p>	
<p>(3) Forced outages are all non-schedules losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.</p>	

Date of Issue: January 29, 2010

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 85.1

Adjustment Clause

FAC

Fuel Adjustment Clause

- (4) Sales (S) shall be all kWh's sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).
- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.
- (6) Base (b) period shall be the twelve (12) months ending October 2008 and the base fuel factor is \$0.02754 per kWh.
- (7) Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.
- (8) Pursuant to the Public Service Commission's Order in Case No. 2008-00520 dated June 3, 2009, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2009, which begins June 29, 2009.

Date of Issue: January 29, 2010

Date Effective: With Bills Rendered On and After June 29, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
APPLICABLE	
In all territory served.	
AVAILABILITY OF SERVICE	
<p>This schedule is mandatory to Residential Rate RS, Volunteer Fire Department Service Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Rate PS, and Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Low Emission Vehicle Service Rider LEV. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism. For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32, and 33. All other non-residential customers will be defined as "commercial."</p>	
RATE	
<p>The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:</p>	
DSMRC = DCR + DRLS + DSMI + DBA	
Where:	
DCR = DSM COST RECOVERY	
<p>The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for such rate class.</p>	
DRLS = DSM REVENUE FROM LOST SALES	
<p>Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff and will be recovered as follows:</p>	
<ol style="list-style-type: none"> 1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential, Volunteer Fire Department, and General Service customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, VFD, GS, AES, and LEV rate schedules 	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
<p>RATE (continued)</p>	
<p>in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules PS, TODS, and TODP) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.</p>	
<p>2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for 36 months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.</p>	
<p>Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.</p>	
<p>A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.</p>	
<p>DSMI = DSM INCENTIVE</p>	
<p>For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.</p>	
<p>The DSM incentive amount related to programs for Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Rate PS, Time-of-day Secondary Service Rate TODS, Time-of-Day Primary Rate TODP, and Low Emission Vehicle Service Rider LEV shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.</p>	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
DBA = DSM BALANCE ADJUSTMENT	
<p>The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI and previous application of the DBA and the revenues which should have been billed, as follows:</p>	
<ol style="list-style-type: none">1) For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period.	
<p>The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the monthly amounts, such interest to be calculated at a rate equal to the average of the "Three-month Commercial Paper Rate" for the immediately preceding twelve-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over- or under-recoveries of DSM amounts were realized.</p>	
<p>The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.</p>	
<p>Modifications to other components of the DSMRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:</p>	
<ol style="list-style-type: none">1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies which have been performed, as available.2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC.	
<p>Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.</p>	

Date of Issue: January 29, 2010

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 86.3

Adjustment Clause	DSM		
Demand-Side Management Cost Recovery Mechanism			
Monthly Adjustment Factors			
<u>Residential Service Rate RS, Volunteer Fire Department Service Rate VFD, and Low Emission Vehicle Service LEV</u>		<u>Energy Charge</u>	T
DSM Cost Recovery Component (DCR)	\$ 0.00194	per kWh	
DSM Revenues from Lost Sales (DRLS)	\$ 0.00059	per kWh	
DSM Incentive (DSMI)	\$ 0.00009	per kWh	
DSM Balance Adjustment (DBA)	\$(0.00060)	per kWh	
Total DSMRC for Rates RS, VFD and LEV	\$ 0.00202	per kWh	T
 <u>General Service Rate GS and All Electric School Rate AES</u>		 <u>Energy Charge</u>	 T T
DSM Cost Recovery Component (DCR)	\$ 0.00057	per kWh	
DSM Revenues from Lost Sales (DRLS)	\$ 0.00070	per kWh	
DSM Incentive (DSMI)	\$ 0.00003	per kWh	
DSM Balance Adjustment (DBA)	\$(0.00056)	per kWh	
Total DSMRC for Rates GS and AES	\$ 0.00074	per kWh	T
 <u>Commercial Customers Served Under Power Service Rate PS, Time of Day Secondary Service Rate TODS and Time-of-Day Primary Service Rate TODP</u>		 <u>Energy Charge</u>	 T T T T
DSM Cost Recovery Component (DCR)	\$ 0.00037	per kWh	
DSM Revenues from Lost Sales (DRLS)	\$ 0.00023	per kWh	
DSM Incentive (DSMI)	\$ 0.00002	per kWh	
DSM Balance Adjustment (DBA)	\$(0.00018)	per kWh	
Total DSMRC for Rates PS, TODS and TODP	\$ 0.00044	per kWh	T
 <u>Industrial Customers Served Under Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Rate RTS</u>		 <u>Energy Charge</u>	 T T T T
DSM Cost Recovery Component (DCR)	\$ 0.00000	per kWh	
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000	per kWh	
DSM Incentive (DSMI)	\$ 0.00000	per kWh	
DSM Balance Adjustment (DBA)	\$ 0.00000	per kWh	
Total DSMRC for Rates TODS, TODP, and RTS	\$ 0.00000	per kWh	T

Date of Issue: January 29, 2010

Date Effective: December 30, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause	ECR
Environmental Cost Recovery Surcharge	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE To electric rate schedules RS, VFD, GS, AES, PS, TODS, TODP, RTS, FLS, ST.LT., P.O.LT., LE, TE, LEV, FAC, and DSM.</p>	
<p>RATE The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause and demand-side management cost recovery mechanism, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.</p> $\text{CESF} = \text{E(m)} / \text{R(m)}$ <p style="text-align: center;">CESF = Current Environmental Surcharge Factor</p> <p>E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.</p>	
<p>DEFINITIONS</p> <ol style="list-style-type: none"> 1) For all Plans, $\text{E(m)} = [(\text{RB}/12) (\text{ROR} + (\text{ROR} - \text{DR}) (\text{TR} / (1 - \text{TR})))] + \text{OE} - \text{BAS} + \text{BR}$ <ol style="list-style-type: none"> a) RB is the Total Environmental Compliance Rate Base. b) ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity]. c) DR is the Debt Rate [cost of short-term debt, and long-term debt]. d) TR is the Composite Federal and State Income Tax Rate. e) OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Emission Allowance Expense and O&M expense adjusted for the Average Month Expense already included in existing rates]. Includes operation and maintenance expense recovery authorized by the K.P.S.C. in prior amended ECR Plan proceedings. f) BAS is the total proceeds from by-product and allowance sales. g) BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse. 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor and reduced by current expense month ECR revenue collected through base rates to arrive at the Net Jurisdictional E(m). 3) The revenue R(m) is the average monthly base revenue for the Company for the 12 months ending with the current expense month. Base revenue includes the customer, energy and demand charge for each rate schedule to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule. 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed. 	

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Date of Issue: January 29, 2010

Date Effective: With Bills Rendered On and After January 28, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause

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Franchise Fee Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's base rate schedules.

DEFINITIONS

Base Year - the twelve month period ending November 30.

Collection Year - the full calendar year following the Base Year.

Base Year Amount -

- 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2) license fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and
- 3) any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).

RATE

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

BILLING

- 1) The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes.
- 2) The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise.
- 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

TERM OF CONTRACT

As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.

TERMS AND CONDITIONS

Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to Company approved by and under the direction of the Kentucky Public Service Commission.

Date of Issue: January 29, 2010

Date Effective: October 16, 2003

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 91

Adjustment Clause	ST
School Tax	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.</p>	
<p>RATE The utility gross receipts license tax authorized under state law.</p>	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Adjustment Clause	HEA
Home Energy Assistance Program	
APPLICABLE	
In all territory served.	
AVAILABILITY	
To all residential customers.	
RATE	
\$0.15 per meter per month.	
BILLING	
The HEA charge shall be shown as a separate item on customer bills.	
SERVICE PERIOD	
The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.	

Date of Issue: January 29, 2010

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS

Customer Bill of Rights

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, provided you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
 - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
 - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
 - 3) Accept referral to the Human Resources' Weatherization Program, and
 - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

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Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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TERMS AND CONDITIONS

General

COMMISSION RULES AND REGULATIONS

All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.

COMPANY TERMS AND CONDITIONS

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions, which shall constitute a part of all applications and contracts for service.

RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

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TERMS AND CONDITIONS
Customer Responsibilities

APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before Company is obligated to render electric service. Company shall have the right to reject for valid reasons any such application or contract.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

TRANSFER OF APPLICATION

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by Company.

CONTRACTED DEMANDS

For rate applications where billing demand minimums are determined by the Contract Demand customer shall execute written Contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

OPTIONAL RATES

If two or more rate schedules are available for the same class of service, it is Customer's responsibility to determine the options available and to designate the schedule under which customer desires to receive service.

Company will, at any time, upon request, advise any customer as to the most advantageous rate for existing or anticipated service requirements as defined by the customer, but Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve (12) months.

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TERMS AND CONDITIONS
Customer Responsibilities

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that Customer will at all times be served under the most beneficial rate.

In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install, and maintain at Customer's expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

OWNER'S CONSENT TO OCCUPY

Customer shall grant easements and rights-of-way on and across Customer's property at no cost to Company.

ACCESS TO PREMISES AND EQUIPMENT

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of Company.

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TERMS AND CONDITIONS
Customer Responsibilities

POWER FACTOR

Company installs facilities to supply power to Customer at or near unity power factor.

Company expects any customer to use apparatus which shall result in a power factor near unity. However, Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where Customer's power factor is less than 90 percent, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Except in cases where Customer has a contract with Company for reserve or auxiliary service, no other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

LIABILITY

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that Customer contemplates any material increase in Customer's connected load, whether in a single increment or over an extended period, Customer shall immediately give Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in Customer's connected load. Should Customer make a permanent change in the operation of electrical equipment that materially reduces the maximum load required by Customer, Company may reduce Customer's contract capacity.

PERMITS

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines the customer shall obtain from the proper owner or owners the necessary

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TERMS AND CONDITIONS
Customer Responsibilities

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PERMITS (continued)

consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under Customer's application until a reasonable time after such permits are granted.

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TERMS AND CONDITIONS Company Responsibilities

METERING

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter.

EXTENSION OF SERVICE

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

COMPANY'S EQUIPMENT AND INSTALLATION

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain in Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

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TERMS AND CONDITIONS
Company Responsibilities

COMPANY NOT LIABLE FOR INTERRUPTIONS

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that the customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

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TERMS AND CONDITIONS

Character of Service

Electric service, under the rate schedules herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:

SECONDARY VOLTAGES

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire service where network system is available.

Non-Residential Service -

- 1) Single phase 120/240 volts three-wire service, or 120/208Y volts three-wire service where network system is available.
- 2) Three phase 240 volts three-wire service, 120/240 volts four-wire service, 480 volts three-wire service, 120-208Y volts four-wire service, or 277/480Y four-wire service.

PRIMARY VOLTAGES

According to location, 2,400/4160Y volts, 7,200/12,470Y volts, or 34,500 volts

TRANSMISSION VOLTAGES

According to location, 69,000 volts, 138,000 volts, or 345,000 volts.

The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which Customer's electric load is located.

RESTRICTIONS

- 1. Except for minor loads, with approval of company, two-wire service is restricted to those customers on service July 1, 2004.
- 2. To be eligible for the rate applicable to any delivery voltage other than secondary voltage, Customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection.
 - a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to a customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service.
 - b) The available voltage shall be the voltage on that distribution or transmission line which Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.

1. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.
2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.
3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.
4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.
6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.

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TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

7. Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:
- (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
 - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.
 - (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
 - (d) Any motor or motors served through a separate meter will be billed as a separate customer.

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TERMS AND CONDITIONS

Billing

METER READINGS AND BILLS

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customers meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within twelve (12) days from date of rendition thereof. If full payment is not received within three (3) days after the due date of the bill, a late payment charge will be assessed on the current month's charges. There will be no adverse credit impact on the customer's payment and credit record, including credit scoring, both internally and externally, and the account will not be considered delinquent for any purpose if the Company receives the customer's payment within fifteen days after the date on which the Company issues the customers bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

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TERMS AND CONDITIONS

Billing

CLASSIFICATION OF CUSTOMERS

For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential customers will be defined as "commercial."

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MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once annually. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor customer inquiry. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of Customer's meter reading and billing records, Company may contact Customer to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than two (2) percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

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RESALE OF ELECTRIC ENERGY

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on the Customer's premises, or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

MINIMUM CHARGE

Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including, but without limitation, any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve customer.

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TERMS AND CONDITIONS

Deposits

GENERAL

- 1) Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 7, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
 - a) Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
 - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. The option to pay deposits by installments will not be offered to customers required to make a deposit as a condition of reconnection following disconnection for non-payment. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

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RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$160, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 3) Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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TERMS AND CONDITIONS

Deposits

GENERAL SERVICE

- 1) General service customers are those customers served under General Service, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$220.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 3) Company shall retain Customer's deposit as long as Customer remains on service.
- 4) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

OTHER SERVICE

- 1) The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR 5:006, Section 7(1)(a).
- 2) For customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
- 3) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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TERMS AND CONDITIONS

Budget Payment Plan

Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A customer may enroll in this plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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TERMS AND CONDITIONS
Bill Format



Customer Service: 1-800-981-0600 Mon-Fri
7AM-7PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596
www.eon-us.com

DUE DATE	AMOUNT DUE
08/17/09	\$211.15

Current due date applies to the current bill only. Previous amount due may be subject to disconnection.

ACCOUNT INFORMATION

Account Number: 3000-0313-6854
Account Name: JOHN DOE
Service Address: 220 West Main St
Next Read Will Occur: 09/01/09 - 09/08/09

Averages for Billing Period	This Year	Last Year
Average Temperature	72°	76°
Number of Days Billed	32	33
Electric/kwh per day	31.0	0.7

BILLING SUMMARY

Previous Balance	128.92
Payment as of 08/04	0.00
Balance as of 08/04	128.92
Electric Charges	75.26
Taxes and Fees	3.66
Utility Charges as of 08/04	78.92
Other Charges	3.31
Total Amount Due	211.15

ELECTRIC CHARGES

Rate Type: All Electric Residential Service		Meter Reading Information	
Basic Service Charge	5.00	Meter # C234657	
Energy Charge	58.44	Actual Reading on 08/03	99837
Other Charges For Above Rates		Previous Reading on 07/02	98843
Fuel Adjustment (\$0.00363 x 994 kwh)	3.61	Current kwh Usage	994
Electric DSM (\$0.00144 x 994.00 kwh)	1.43	Meter Multiplier	1
Environmental Surcharge (9.680% x \$68.48)	6.63	Metered kwh Usage	994
Home Energy Assistance Fund Charge	0.15		
Total Electric Charges	\$75.26		

OTHER CHARGES

Late Payment Charge	3.31
Total Other Charges Due	\$3.31

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$75.11)	2.25
Franchise Fee-Richmond (1.88% x \$75.11)	1.41
Total Taxes and Fees	\$3.66

Please see reverse side for additional charges.
Customer Service 1-800-981-0600

Bring entire bill when paying in person.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Amount Due by Due Date	Amount Due 3 Days After Due Date	Winter Care Donation	Amount Enclosed
3000-0313-6854	08/17/09	\$211.15	\$215.10		\$

Check here if plan(s) requested on back of stub

Home Phone (859) 623-3911
OFFICE USE ONLY:
MRU03231511, G000000
P128.92
PF:Y eB:P



PO BOX 539013
ATLANTA, GA 30353-9013

#22100006 98
JOHN DOE
220 W MAIN ST
LOUISVILLE KY 40202-1395

PRINTED ON RECYCLED PAPER
No. 100158

Service Address: 220 West Main St

0203000031368540000000021510000000211150000000000012

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS
Bill Format

Account Number 3000-0313-6854 Page 2

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$3.95
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.
Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.

IMPORTANT INFORMATION

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

The power to save. It's in your hands. The amount of electricity you consumed during this billing cycle resulted in the production of approximately 1,988 pounds of CO2. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

Take control of these emissions by installing a programmable thermostat. Contact us at www.eon-us.com/dlc to enroll in our Demand Conservation program and you'll receive a programmable thermostat, which will allow you to take control of your energy usage automatically.

To request a copy of your rate schedule, please call 1-800-981-0600.

Please make note of your new account number, which can be found on the front of your bill. Your old account number, 386039045-0 is no longer valid but is provided here for reference purposes only.

New enrollment only - Please check box(es) below and on front of stub.

- Budget Plan
- I would like to enroll in Demand Conservation.
- Automatic Bank Club (voided check must be provided). Please note that any past due balance on your KU account will be debited from your bank account immediately upon enrollment in the ABC program. To avoid unintended debits to your bank account, please make sure your KU account balance is current before enrolling in ABC.

Please deduct my Automatic Bank Club Payment from my Checking Account.

I hereby authorize KU to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future KU accounts, and will remain in effect until revoked by me or KU.

Signature: _____

Date: _____

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS
Discontinuance of Service

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, Company shall have the right to refuse or discontinue service to an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on Customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify Customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When Customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 14(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which Customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

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TERMS AND CONDITIONS
Discontinuance of Service

Service will not be supplied or continued to any premises if at the time of application for service Applicant is merely acting as an agent of a person or former customer who is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where Applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means Customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered and the cost to Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to Company.

Company may defer written notice based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS

Line Extension Plan

A. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

B. DEFINITIONS

- 1) "Company" shall mean Kentucky Utilities Company.
- 2) "Customer" shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- 3) "Line Extension" shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer's delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like customers.
- 4) "Permanent Service" shall mean service contracted for under the terms of the applicable rate schedule but not less than one year and where the intended use is not seasonal, intermittent, or speculative in nature.
- 5) "Commission" shall mean the Public Service Commission of Kentucky.

C. GENERAL

- 1) All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- 2) Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- 3) Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area into which service is to be extended, Customer shall furnish Company the required easement.
- 4) The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.
- 5) Where Company is required or elects to construct an additional extension or lateral to serve Customer or another customer, Company reserves the right to connect to any extension constructed under this plan and Customer shall grant to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property for the additional extension or lateral.
- 6) Customer must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
- 7) Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS

Line Extension Plan

C. GENERAL (continued)

feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.

- 8) Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- 9) Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be unfeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

D. NORMAL LINE EXTENSIONS

- 1) In accordance with 807 KAR 5:041, Section 11(1), Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25 kVA.
- 2) Where Customer requires poly-phase service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ 1 above.

E. OTHER LINE EXTENSIONS

- 1) In accordance with 807 KAR 5:041, Section 11(2), Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per customer but Company may require the total cost of the footage in excess of 1,000 feet per customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- 2) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- 4) No refund shall be made for additional customers connected to an extension or lateral from the original extension for which the deposit was made.
- 5) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.
- 6) Where Customer requires poly-phase service or transformer capacity above 25 kVA per customer and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in OTHER LINE EXTENSIONS ¶ 1 above.

F. OVERHEAD LINE EXTENSIONS TO SUBDIVISIONS

- 1) In accordance with 807 KAR 5:041, Section 11(3), Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
- 2) Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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TERMS AND CONDITIONS

Line Extension Plan

G. MOBILE HOME LINE EXTENSIONS

- 1) Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Order, dated August 9, 1991, in Case No. 91-213,
- 2) Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 3) Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet, the policies set forth in OTHER LINE EXTENSIONS shall apply.
- 4) Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
- 5) If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
- 6) No refund will be made except to the original customer.

H. UNDERGROUND LINE EXTENSIONS

General

- 1) Company will make underground line extensions for service to new residential customers and subdivisions in accordance with 807 KAR 5:041, Section 21.
- 2) In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- 3) Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- 4) At Company's discretion, Customer may perform a work contribution to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- 5) Customer will provide, own, operate and maintain all electric facilities on his side of the point of delivery with the exception of Company's meter.
- 6) In consideration of Customer's underground service, Company shall credit any amounts due under the contract for each service at the rate of \$50.00 or Company's average estimated installed cost for an overhead service whichever is greater.
- 7) Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.

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Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS
Line Extension Plan

H. UNDERGROUND EXTENSIONS

General (continued)

- 8) Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

Individual Premises

Where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

Medium Density Subdivisions

- 1) A medium density residential subdivision is defined as containing ten or more lots for the construction of new residential buildings each designed for less than five (5)-family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount determined by a unit charge of \$7.32 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension. Where Customer is required to provide trenching and backfilling, advance will be the Company's full estimate cost of construction. Where Customer is required to deposit with the Company a non-refundable advance in place of trenching and backfilling, advance will be determined by a unit charge of \$26.05 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 4) Each year for ten (10) years Company shall refund to Customer an amount determined as follows:
 - a. Where customer is required to provide trenching and backfilling, a refund of \$5,000 for each customer connected during that year.
 - b. Where customer is required to provide a non-refundable advance, 500 times the difference in the unit charge advance amount in 3) and the non-refundable unit charge advance in 2) for each customer connected during that year
- 5) In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

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Date Effective: December 30, 2009

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TERMS AND CONDITIONS
Line Extension Plan

H. UNDERGROUND EXTENSIONS (continued)

High Density Subdivisions

- 1) A high density residential subdivision is defined as building complexes consisting of two or more buildings each not more than three stories above grade and each designed for five (5) or more family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension.
 - i. Company shall refund to Customer any amounts due when permanent service is provided by Company to twenty (20%) percent of the family units in Customer's project.
 - ii. In no case shall the refunds provided for herein exceed the amounts deposited less any non refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

Other Underground Subdivisions

In cases where a particular residential subdivision does not meet the conditions provided for above, Customer requests and Company agrees to supply underground service, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

I. SPECIAL CASES

- 1) Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlined in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify Company's installing facilities required to meet customers needs, Company may request that Customer deposit with Company a refundable amount to justify Company's investment.
- 2) Each year for ten (10) years Company shall refund to Customer, an amount calculated by:
 - a. Adding the sum of Customer's annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric billing of the monthly electric demand billing for that year of any customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
 - b. times the refundable amount divided by the estimated total ten-year base rate electric demand billing required to justify the investment.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

PURPOSE

To provide procedures for reducing the consumption of electric energy on the Kentucky Utilities Company (Company) system in the event of a capacity shortage and to restore service following an outage. Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, the Company shall have the right to take whatever steps, with or without notice and without liability on Company's part, that the Company believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of the Company's electric system or interconnected electric network or to restore service following an outage. Such actions will be taken giving priority to maintaining service to the Company's retail and full requirements customers relative to other sales whenever feasible and as allowed by law.

ENERGY CURTAILMENT PROCEDURE

PRIORITY LEVELS

For the purpose of these procedures, the following Priority Levels have been established:

- I. Essential Health and Safety Uses -- to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
 - A. "Hospitals", which shall be limited to institutions providing medical care to patients.
 - B. "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
 - C. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
 - D. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
 - E. "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations, and operation of state and local emergency services.
 - F. "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.
 - G. "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services. These uses shall include essential street, highway and signal-lighting services.

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Date Effective: January 8, 2007

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TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

Company maintains lists of customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. Company, lacking knowledge of changes that may occur at any time in customer's equipment, operation, and backup resources, does not assume the responsibility of identifying customers with priority needs. It shall, therefore, be the customer's responsibility to notify Company if Customer has critical needs.

- II. Critical Commercial and Industrial Uses -- Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population. Company shall maintain a list of such customers for the purpose of curtailments and service restoration.
- III. Residential Use -- The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of Company service personnel and the circumstances associated with the outage will also be considered in the restoration of service.
- IV. Non-critical commercial and industrial uses.
- V. Nonessential Uses -- The following and similar types of uses of electric energy shall be considered nonessential for all customers:
 - A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
 - B. General interior lighting levels greater than minimum functional levels.
 - C. Show-window and display lighting.
 - D. Parking-lot lighting above minimum functional levels.
 - E. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
 - F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.

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TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

- G. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

Non-jurisdictional customers will be treated in a manner consistent with the curtailment procedures contained in the service agreement between the parties or the applicable tariff.

CURTAILMENT PROCEDURES

In the event Company's load exceeds internal generation, transmission, or distribution capacity, or other system disturbances exist, and internal efforts have failed to alleviate the problem, including emergency energy purchases, the following steps may be taken, individually or in combination, in the order necessary as time permits:

1. Customers having their own internal generation capacity will be curtailed, and customers on curtailable contracts will be curtailed for the maximum hours and load allowable under their contract. Nothing in this procedure shall limit Company's rights under the Curtailable Service Rider tariff.
2. Power output will be maximized at Company's generating units.
3. Company use of energy at its generating stations will be reduced to a minimum.
4. Company's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
5. The Kentucky Public Service Commission will be advised of the situation.
6. An appeal will be made to customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
7. Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
8. Implement procedures for interruption of selected distribution circuits.

SERVICE RESTORATION PROCEDURES

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, Company will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

Date of Issue: January 29, 2010

Date Effective: January 8, 2007

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(1)(a)8
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown either by:

- (a) Providing the present and proposed tariffs in comparative form on the same sheet side by side; or,*
- (b) Providing a copy of the present tariff indicating proposed additions by italicized inserts or underscoring and striking over proposed deletions.*

Response:

Please see the attached present and proposed tariffs in comparative form on the same sheet side-by-side. Please note the following:

- On each sheet of the side-by-side comparison the present tariff is on the left and the proposed tariff is on the right.

KU's Present and Proposed Tariffs – Comparison Electric

Kentucky Utilities Company

220 West Main Street
Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

ELECTRIC SERVICE

In seventy-seven counties in the State of Kentucky
as depicted on territorial maps as filed with the

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

Date of Issue
February 9, 2009

Date Effective
February 6, 2009

Issued by
Lonnie E. Bellar, Vice President
State Regulation and Rates

Kentucky Utilities Company

220 West Main Street
Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

ELECTRIC SERVICE

In seventy-seven counties in the State of Kentucky
as depicted on territorial maps as filed with the

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

Date of Issue
January 29, 2010

Date Effective
March 1, 2010

Issued by
Lonnie E. Bellar, Vice President
State Regulation and Rates

Kentucky Utilities Company

P.S.C. No. 14, First Revision of Original Sheet No. 1.1
 Canceling P.S.C. No. 14, Original Sheet No. 1.1

GENERAL INDEX		
Standard Electric Rate Schedules – Terms and Conditions		
<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>
SECTION 5 – Terms and Conditions		
Customer Bill of Rights	95	02-06-09
General	96	02-06-09
Customer Responsibilities	97	02-06-09
Company Responsibilities	98	02-06-09
Character of Service	99	02-06-09
Special Terms and Conditions Applicable to Rate RS	100	02-06-09
Billing	101	02-06-09
Deposits	102	02-06-09
Budget Payment Plan	103	02-06-09
Bill Format	104	02-06-09
Discontinuance of Service	105	12-30-09
Line Extension Plan	106	01-08-07
Energy Curtailment and Restoration Procedures	107	01-08-07

Date of Issue: November 30, 2009
 Date Effective: December 30, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 1.1

GENERAL INDEX		
Standard Electric Rate Schedules – Terms and Conditions		
<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>
SECTION 3 – Pilot Programs		
RTP Real Time Pricing Rider	78	12-01-08
LEV Low Emission Vehicle Rider	79	03-01-10
SECTION 4 – Adjustment Clauses		
FAC Fuel Adjustment Clause	85	06-29-09
DSM Demand-Side Management Cost Recovery Mechanism	86	03-01-10
ECR Environmental Cost Recovery Surcharge	87	03-01-10
FF Franchise Fee Rider	90	10-16-03
ST School Tax	91	03-01-10
HEA Home Energy Assistance Program	92	02-06-09
SECTION 5 – Terms and Conditions		
Customer Bill of Rights	95	03-01-10
General	96	07-01-04
Customer Responsibilities	97	03-01-10
Company Responsibilities	98	07-01-04
Character of Service	99	03-01-10
Special Terms and Conditions Applicable to Rate RS	100	02-06-09
Billing	101	03-01-10
Deposits	102	03-01-10
Budget Payment Plan	103	03-01-10
Bill Format	104	03-01-10
Discontinuance of Service	105	02-13-07
Line Extension Plan	106	12-30-09
Energy Curtailment and Restoration Procedures	107	01-08-07

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 5
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 5

Standard Rate	RS
Residential Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available for single phase delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Three phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of its effective date of July 1, 2004.	
RATE	
Customer Charge:	\$5.00 per month
Plus an Energy Charge of:	\$0.06424 per kWh
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92
MINIMUM CHARGE The Customer Charge shall be the minimum charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.	
LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 5

Standard Rate	RS
Residential Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available for single phase delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Three phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of July 1, 2004.	
RATE	
Basic Service Charge:	\$15.00 per month
Plus an Energy Charge of:	\$ 0.06566 per kWh
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92
MINIMUM CHARGE The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 7
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 7

Standard Rate	VFD
Volunteer Fire Department Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of the customer with the customer determining whether service will be provided under this schedule or any other schedule applicable to this load.	
DEFINITION To be eligible for this rate a volunteer fire department is defined as:	
<ol style="list-style-type: none"> 1) having at least 12 members and a chief, 2) having at least one fire fighting apparatus, and 3) half the members must be volunteers 	
RATE	
Customer Charge:	\$5.00 per month
Plus an Energy Charge of:	\$0.06424 per kWh
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
MINIMUM CHARGE The Customer Charge shall be the minimum charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.	
LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 7

Standard Rate	VFD
Volunteer Fire Department Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of the customer with the customer determining whether service will be provided under this schedule or any other schedule applicable to this load.	
DEFINITION To be eligible for this rate a volunteer fire department is defined as:	
<ol style="list-style-type: none"> 1) having at least 12 members and a chief, 2) having at least one fire fighting apparatus, and 3) half the members must be volunteers 	
RATE	
Basic Service Charge:	\$15.00 per month
Plus an Energy Charge of:	\$ 0.06566 per kWh
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
MINIMUM CHARGE The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.	
LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 10
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 10

Standard Rate	GS	
General Service Rate		
APPLICABLE		
In all territory served.		
AVAILABILITY OF SERVICE		
To general lighting and small power loads for secondary service.		
Service under this schedule will be limited to average maximum loads not exceeding 50 kW. Existing customers with an average maximum load exceeding 50 kW who are receiving service under P.S.C. 13, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, will continue to be served under this rate at their option. New customers, upon demonstrating an average demand of 50 kW or greater, will be served under the appropriate rate schedule.		
RATE		
Customer Charge:	\$10.00 per month for single-phase service	
	\$10.00 per month for three-phase service	
Plus an Energy Charge of:	\$0.07486 per kWh	
ADJUSTMENT CLAUSES		
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91
MINIMUM CHARGE		
The Customer Charge shall be the minimum charge.		
DUE DATE OF BILL		
Customer's payment will be due within twelve (12) days from date of bill.		
LATE PAYMENT CHARGE		
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.		
TERMS AND CONDITIONS		
Service will be furnished under Company's Terms and Conditions applicable hereto.		

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 10

Standard Rate	GS	
General Service Rate		
APPLICABLE		
In all territory served.		
AVAILABILITY OF SERVICE		
To general lighting and small power loads for secondary service.		
Service under this schedule will be limited to average maximum loads not exceeding 50 kW. Existing customers with an average maximum load exceeding 50 kW who are receiving service under P.S.C. 13, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, will continue to be served under this rate at their option. New customers, upon demonstrating an average demand of 50 kW or greater, will be served under the appropriate rate schedule.		
RATE		
Basic Service Charge:	\$20.00 per month for single-phase service	
	\$35.00 per month for three-phase service	
Plus an Energy Charge of:	\$ 0.07719 per kWh	
ADJUSTMENT CLAUSES		
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91
MINIMUM CHARGE		
The Basic Service Charge shall be the minimum charge.		
DUE DATE OF BILL		
Customer's payment will be due within twelve (12) days from the date of the bill.		
LATE PAYMENT CHARGE		
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.		
TERMS AND CONDITIONS		
Service will be furnished under Company's Terms and Conditions applicable hereto.		

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 12
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 12

Standard Rate	A.E.S.
	All Electric School
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Service under this rate is available where energy requirement for (1) a complex of school buildings on a central campus, (2) an individual school building, or (3) an addition to an existing school building is served electrically by Kentucky Utilities Company; such energy requirement to include, but not be limited to, lighting, heating, cooling and water heating. Other school buildings not so receiving every energy requirement electrically shall be separately metered from the above defined service and served under another appropriate applicable rate. At those locations where the school owns its distribution system and makes the service connections therefrom to the various buildings and/or load centers, the Company shall be given the option of providing service by use of the existing Customer owned distribution system, or of constructing its own facilities in accordance with the Company's Overhead Construction Standards. In any event, the Company's investment in construction may be limited to an amount not exceeding twice the estimated annual revenue from the service so connected. If the Customer desires, he will be allowed to make a contribution for the remaining requirement, so as to receive service under this schedule.	
School buildings, as referred to herein, shall be defined as buildings used as classrooms, laboratories, gymnasiums, libraries, cafeterias, school related offices or for other bona fide school purposes by duly constituted school authorities of Kentucky. This Rate Schedule is not available to include buildings of privately operated kindergartens or day care centers and is restricted to those customers receiving service as of the effective date when this schedule is approved by the Public Service Commission.	
Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.	
RATE All kilowatt-hours: \$0.06173 per kWh	
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 12

Standard Rate	AES
	All Electric School
APPLICABLE in all territory served.	
AVAILABILITY OF SERVICE Service under this rate is available where energy requirement for (1) a complex of school buildings on a central campus, (2) an individual school building, or (3) an addition to an existing school building is served electrically by Kentucky Utilities Company; such energy requirement to include, but not be limited to, lighting, heating, cooling and water heating. Other school buildings not so receiving every energy requirement electrically shall be separately metered from the above defined service and served under another appropriate applicable rate. At those locations where the school owns its distribution system and makes the service connections therefrom to the various buildings and/or load centers, the Company shall be given the option of providing service by use of the existing Customer owned distribution system, or of constructing its own facilities in accordance with the Company's Overhead Construction Standards. In any event, the Company's investment in construction may be limited to an amount not exceeding twice the estimated annual revenue from the service so connected. If the Customer desires, he will be allowed to make a contribution for the remaining requirement, so as to receive service under this schedule.	
School buildings, as referred to herein, shall be defined as buildings used as classrooms, laboratories, gymnasiums, libraries, cafeterias, school related offices or for other bona fide school purposes by duly constituted school authorities of Kentucky. This Rate Schedule is not available to include buildings of privately operated kindergartens or day care centers and is restricted to those customers receiving service on this rate as of February 6, 2009	
Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.	
RATE	
Basic Service Charge:	\$20.00 per meter per month for single-phase service \$35.00 per meter per month for three-phase service
Plus an Energy Charge of:	\$ 0.06988 per kWh.
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 12.1

Standard Rate	A.E.S.
	All Electric School

MINIMUM CHARGE

An Annual Minimum Charge of \$20.47 per kW for all connected equipment, except air-conditioning and other individual equipment of one (1) kW or less, but not less than \$204.70 per year. Payments to be made monthly of not less than 1/12 of the annual minimum. However, minimum aggregate payments during the contract year equal the annual minimum. However, minimum payments made in excess of the amount bases on the rate schedule will be applied as a credit on billings for energy used during the contract year.

DUE DATE OF BILL

Customer's payment will be due within twelve (12) days from date of bill.

LATE PAYMENT CHARGE

If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 12.1

Standard Rate	A.E.S.
	All Electric School

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

Customer's payment will be due within twelve (12) days from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 15
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 15

Standard Rate	PS Power Service	
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE This rate schedule is available for secondary or primary service. Service under this schedule will be limited to minimum average secondary loads of 50 kW and maximum average loads not exceeding 250 kW. Secondary or primary customers receiving service under PSC 13, Fourth Revision of Original Sheet No. 20, Large Power Service, or Fourth Revision of Original Sheet No. 30, Mine Power Service, as of February 6, 2009, with loads not meeting this criteria will continue to be served under this rate at their option. Customers initiating service on this rate after February 6, 2009, and whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.		
RATE		
Customer Charge per month:	Secondary \$75.00	Primary \$75.00
Plus an Energy Charge per kWh of:	\$ 0.03386	\$ 0.03386
Plus a Maximum Load Charge per kW of:	\$ 9.42	\$ 9.03
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91
DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month. Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent of the applicable kW charge. In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD). Adjusted Maximum kW Load for Billing Purposes = $\frac{\text{Maximum Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$		

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 15

Standard Rate	PS Power Service	
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE This rate schedule is available for secondary or primary service. Service under this schedule will be limited to minimum average secondary loads of 50 kW and maximum average loads not exceeding 250 kW. Secondary or primary customers receiving service under PSC 13, Fourth Revision of Original Sheet No. 20, Large Power Service, or Fourth Revision of Original Sheet No. 30, Mine Power Service, as of February 6, 2009, with loads not meeting these criteria will continue to be served under this rate at their option. Customers initiating service on this rate after February 6, 2009, and whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate.		
RATE		
Basic Service Charge per month:	Secondary \$90.00	Primary \$90.00
Plus an Energy Charge per kWh of:	\$ 0.03750	\$ 0.03750
Plus a Demand Charge per kW of:		
Summer Rate: (Five Billing Periods of May through September)	\$11.79	\$11.40
Winter Rate: (All other months)	\$ 9.54	\$ 9.14
Where the monthly billing demand is the greater of: a) the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary service, or b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or c) a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.		
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 15.1

Standard Rate	PS Power Service
<p>MINIMUM ANNUAL CHARGE Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery and \$87.12 per kilowatt for primary delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:</p> <ul style="list-style-type: none"> (a) The highest monthly maximum load during such yearly period; (b) The contract capacity, based on the expected maximum kW demand upon the system; (c) 60 percent of the kW capacity of facilities specified by the customer; (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities. <p>Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year. A new customer or an existing customer having made a permanent change in the operation of electrical equipment that materially affects the use in kilowatt-hours and/or use in kilowatts of maximum load will be given an opportunity to determine new service requirements in order to select the most favorable contract year period and rate applicable.</p> <p>DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.</p> <p>LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.</p> <p>TERM OF CONTRACT For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.</p> <p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 15.1

Standard Rate	PS Power Service
<p>DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.</p> <p>Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent of the applicable kW charge.</p> <p>In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD).</p> $\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$ <p>DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.</p> <p>LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.</p> <p>TERM OF CONTRACT Contracts under this rate shall be for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.</p> <p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 20
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 20

Standard Rate	TOD Time-of-Day Service	
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE This schedule is available for secondary or primary service. Service under this schedule will be limited to minimum average loads of 250kW and maximum average loads not exceeding 5,000 kW. Customers initiating service on this rate whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.		
RATE	<u>Secondary</u>	<u>Primary</u>
Customer Charge per month:	\$ 90.00	\$120.00
Plus an Energy Charge per kWh of:	\$ 0.03386	\$ 0.03386
Plus a Maximum Load Charge per kW of:		
On-Peak Demand	\$ 7.37	\$ 6.98
Off-Peak Demand	\$ 2.25	\$ 2.25
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91
DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month. Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge. In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD) Adjusted Maximum kW Load for Billing Purposes = $\frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$		

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Secondary Service under the current Time-of-Day Service Rate TOD will be provided under the proposed Time-of-Day Secondary Service Rate TODS.

Primary Service under the current Time-of-Day Service Rate TOD will be provided under the proposed Time-of-Day Primary Service Rate TODP.

Kentucky Utilities Company

P.S.C. 14, Original Sheet No. 20.1

Standard Rate	TOD
Time-of-Day Service	
RATING PERIODS The rating periods applicable to the Maximum Load charges shall be as follows: On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area. Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.	
MINIMUM ANNUAL CHARGE Service under this schedule is subject to an annual minimum of \$76.68 per kilowatt for secondary and \$72.00 per kilowatt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows: (a) The highest monthly on-peak maximum load during such yearly period; (b) The contract capacity, based on the expected maximum kW demand upon the system; (c) Sixty percent of the kW capacity of facilities specified by the customer; (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities. Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.	
LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.	
TERM OF CONTRACT Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Secondary Service under the current Time-of-Day Service Rate TOD will be provided under the proposed Time-of-Day Secondary Service Rate TODS.

Primary Service under the current Time-of-Day Service Rate TOD will be provided under the proposed Time-of-Day Primary Service Rate TODP.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 20

Proposed Time-of-Day Secondary Service
Rate TODS is not currently available.

Standard Rate	TODS Time-of-Day Secondary Service	
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE This schedule is available for secondary service. Service under this schedule will be limited to minimum average loads of 250kW and maximum average loads not exceeding 5,000 kW. Customers initiating service on this rate whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate.		
RATE		
Basic Service Charge per month:		\$200.00
Plus an Energy Charge per kWh of:		\$ 0.03758
Plus a Maximum Load Charge per kW of:		
Peak Demand Period		\$ 4.59
Intermediate Demand Period		\$ 3.06
Base Demand Period		\$ 3.71
Where: the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of: a) the maximum measured load in the current billing period, or b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and the monthly billing demand for the Base Demand Period is the greater of: a) the maximum measured load in the current billing period but not less than 250 kW, or b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.		
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91
DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.		

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. 15, Original Sheet No. 20.1

Proposed Time-of-Day Secondary Service
Rate TODS is not currently available.

Standard Rate	TODS Time-of-Day Secondary Service		
DETERMINATION OF MAXIMUM LOAD (continued)			
Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.			
In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD)			
Adjusted Maximum kW Load for Billing Purposes = $\frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$			
RATING PERIODS			
The rating periods applicable to the Maximum Load charges shall be as follows:			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.			
TERM OF CONTRACT			
Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 21
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 21

Standard Rate	LTOD
Large Time-of-Day Service	
APPLICABLE	
In all territory served	
AVAILABILITY OF SERVICE	
This schedule is available for primary service. Service under this schedule will be limited to minimum average loads of 5,000kW and maximum average loads not exceeding 50,000 kW. Customers with new or increased load requirements that exceed 50,000 kW will have a rate developed based upon their electrical characteristics. Customers initiating service on this rate whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.	
RATE	
Customer Charge per month:	\$120.00
Plus an Energy Charge per kWh of:	\$ 0.03386
Plus a Maximum Load Charge per kW of:	
On-Peak Demand	\$ 6.07
Off-Peak Demand	\$ 2.22
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DETERMINATION OF MAXIMUM LOAD	
The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.	
Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.	
In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD)	
$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$	

Primary Service under the current Large Time-of-Day Service Rate LTOD will be provided under the proposed Time-of-Day Primary Service Rate TODP.

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. 14, Original Sheet No. 21.1

Standard Rate	LTOD Large Time-of-Day Service
<p>RATING PERIODS The rating periods applicable to the Maximum Load charges shall be as follows:</p> <p>On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area</p> <p>On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.</p> <p>Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.</p> <p>MINIMUM ANNUAL CHARGE Service under this schedule is subject to an annual minimum of \$61.44 per kilowatt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:</p> <ul style="list-style-type: none">(a) The highest monthly on-peak maximum load during such yearly period;(b) The contract capacity, based on the expected on-peak maximum kW demand upon the system;(c) Sixty percent of the kW capacity of facilities specified by the customer;(d) Primary delivery, \$307,200 per year; or(e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities. <p>Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.</p> <p>DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.</p> <p>LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.</p> <p>TERM OF CONTRACT Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.</p> <p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

Primary Service under the current Large Time-of-Day Service Rate LTOD will be provided under the proposed Time-of-Day Primary Service Rate TODP.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 22

Proposed Time-of-Day Primary Service
Rate TODP is not currently available.

Standard Rate	TODP	
	Time-of-Day Primary Service	
APPLICABLE		
In all territory served		
AVAILABILITY OF SERVICE		
This schedule is available for primary service. Service under this schedule will be limited to minimum average loads of 250 kVA and maximum new loads not exceeding 50,000 kVA. Existing customers may increase loads to a maximum of 75,000 kVA by up to 2,000 kVA per year or in greater increments with approval of Company's transmission operator. Customers initiating service on this rate whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate or have a rate developed based on their electrical characteristics.		
RATE		
Basic Service Charge per month:		\$300.00
Plus an Energy Charge per kWh of:		\$ 0.03553
Plus a Maximum Load Charge per kVA of:		
Peak Demand Period		\$ 4.74
Intermediate Demand Period		\$ 3.16
Base Demand Period		\$ 1.97
Where:		
the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:		
a) the maximum measured load in the current billing period, or		
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and		
the monthly billing demand for the Base Demand Period is the greater of:		
a) the maximum measured load in the current billing period but not less than 250 kVA, or		
b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or		
c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.		
ADJUSTMENT CLAUSES		
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:		
Fuel Adjustment Clause		Sheet No. 85
Demand-Side Management Cost Recovery Mechanism		Sheet No. 86
Environmental Cost Recovery Surcharge		Sheet No. 87
Franchise Fee Rider		Sheet No. 90
School Tax		Sheet No. 91

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. 15, Original Sheet No. 22.1

Proposed Time-of-Day Primary Service
Rate TODP is not currently available.

Standard Rate	TODP		
	Time-of-Day Primary Service		
DETERMINATION OF MAXIMUM LOAD			
The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.			
RATING PERIODS			
The rating periods applicable to the Maximum Load charges shall be as follows:			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.			
TERM OF CONTRACT			
Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 25
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 25

Standard Rate	RTS
Retail Transmission Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule is available for transmission service. Service under this schedule will be limited to maximum average loads not exceeding 50,000 kVA. Customers with new or increased load requirements that exceed 50,000 kVA will have rate developed based upon their electrical characteristics.	
RATE	<u>Transmission</u>
Customer Charge per month:	\$120.00
Plus an Energy Charge per kWh of:	\$ 0.03386
Plus a Maximum Load Charge per kVA of:	
On-Peak Demand	\$ 5.18
Off-Peak Demand	\$ 1.92
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.	
RATING PERIODS The rating periods applicable to the Maximum Load charges shall be as follows:	
On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area	
On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.	
Off-Peak Period - All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.	

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 25

Standard Rate	RTS
Retail Transmission Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule is available for transmission service. Service under this schedule will be limited to maximum new loads not exceeding 50,000 kVA. Existing customers may increase loads to a maximum of 75,000 kVA by up to 2,000 kVA per year or in greater increments with approval of Company's transmission operator. Customers initiating service on this rate whose load characteristics subsequently do not meet these criteria will be billed on the appropriate rate or have a rate developed based on their electrical characteristics.	
RATE	
Basic Service Charge per month:	\$500.00
Plus an Energy Charge per kWh of:	\$ 0.03483
Plus a Maximum Load Charge per kVA of:	
Peak Demand Period	\$ 4.64
Intermediate Demand Period	\$ 3.09
Base Demand Period	\$ 1.04
Where: the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of: a) the maximum measured load in the current billing period, or b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and the monthly billing demand for the Base Demand Period is the greater of: a) the maximum measured load in the current billing period but not less than 250 kVA, or b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.	
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 25.1

Standard Rate	RTS Retail Transmission Service
<p>MINIMUM ANNUAL CHARGE Service under this schedule is subject to an annual minimum of \$52.68 per kVA for transmission on-peak delivery for each yearly period based on the greater of (a), (b), (c), or (d), as follows:</p> <p>(a) The highest monthly on-peak load during such yearly period; (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system; (c) Sixty percent of the kW capacity of facilities specified by the customer; or (d) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.</p> <p>Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.</p>	
<p>DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.</p>	
<p>LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.</p>	
<p>TERM OF CONTRACT Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.</p>	
<p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 25.1

Standard Rate	RTS Retail Transmission Service		
<p>DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.</p>			
<p>RATING PERIODS The rating periods applicable to the Maximum Load charges shall be as follows:</p>			
<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. - 10 P.M.	1 P.M. - 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. - 10 P.M.	6 A.M. - 12 Noon
Weekends	All Hours		
<p>DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.</p>			
<p>LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.</p>			
<p>TERM OF CONTRACT Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.</p>			
<p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>			

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 30.1

Standard Rate	IS								
Industrial Service									
<p>Where the monthly Fluctuating On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:</p> <p>e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for each peak period less the maximum metered standard demand for that peak period in the monthly billing period, or</p> <p>f) 60% of the billed fluctuating demand, as determined in (e) above, for each peak period in the preceding eleven (11) monthly billing periods.</p>									
<p>RATING PERIODS The rating periods applicable to the peak load charges shall be as follows:</p> <p>The On-Peak Period during the four consecutive summer billing months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.</p> <p>The On-Peak Period during the eight consecutive winter billing months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.</p> <p>The Off-Peak Period shall consist of all other hours.</p>									
<p>MINIMUM CHARGE The minimum charge will be the Demand Charge. Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including but without limitation any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve customer.</p>									
<p>ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Fuel Adjustment Clause</td> <td style="width: 30%;">Sheet No. 85</td> </tr> <tr> <td>Environmental Cost Recovery Surcharge</td> <td>Sheet No. 87</td> </tr> <tr> <td>Franchise Fee Rider</td> <td>Sheet No. 90</td> </tr> <tr> <td>School Tax</td> <td>Sheet No. 91</td> </tr> </table>		Fuel Adjustment Clause	Sheet No. 85	Environmental Cost Recovery Surcharge	Sheet No. 87	Franchise Fee Rider	Sheet No. 90	School Tax	Sheet No. 91
Fuel Adjustment Clause	Sheet No. 85								
Environmental Cost Recovery Surcharge	Sheet No. 87								
Franchise Fee Rider	Sheet No. 90								
School Tax	Sheet No. 91								
<p>DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.</p>									
<p>LATE PAYMENT CHARGE If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.</p>									

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P. S. C. No. 15, Original Sheet No. 30.1

Standard Rate	FLS																																
Fluctuating Load Service																																	
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<p>DETERMINATION OF MAXIMUM LOAD The load will be measured and will be the average kVA demand delivered to the customer during the 5-minute period of maximum use during the appropriate rating period each month.</p>																																	
<p>RATING PERIODS The rating periods applicable to the Maximum Load charges shall be as follows:</p> <table style="width: 100%; border: none;"> <tr> <td colspan="4" style="text-align: center;"><u>Summer peak months of May through September</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Base</u></td> <td style="text-align: center;"><u>Intermediate</u></td> <td style="text-align: center;"><u>Peak</u></td> </tr> <tr> <td>Weekdays</td> <td style="text-align: center;">All Hours</td> <td style="text-align: center;">10 A.M. – 10 P.M.</td> <td style="text-align: center;">1 P.M. – 7 P.M.</td> </tr> <tr> <td>Weekends</td> <td colspan="3" style="text-align: center;">All Hours</td> </tr> <tr> <td colspan="4" style="text-align: center;"><u>All other months of October continuously through April</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Base</u></td> <td style="text-align: center;"><u>Intermediate</u></td> <td style="text-align: center;"><u>Peak</u></td> </tr> <tr> <td>Weekdays</td> <td style="text-align: center;">All Hours</td> <td style="text-align: center;">6 A.M. – 10 P.M.</td> <td style="text-align: center;">6 A.M. – 12 Noon</td> </tr> <tr> <td>Weekends</td> <td colspan="3" style="text-align: center;">All Hours</td> </tr> </table>		<u>Summer peak months of May through September</u>					<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>	Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.	Weekends	All Hours			<u>All other months of October continuously through April</u>					<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>	Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon	Weekends	All Hours		
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Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 30.2

Standard Rate	IS Industrial Service
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TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA

Company reserves the right to interrupt up to 95% of Customer's load to facilitate Company compliance with system contingencies and with industry performance criteria. Customer will permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer's load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours, if any, under the CURTAILMENT SERVICE RIDER 3. Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of E.ON U.S. LLC System (EUS System) owned or purchased generation or when Automatic Reserve Sharing is invoked with ECAR or an ISO/TRO. EUS System, as used herein, shall consist of KU and LG&E. At customer's request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 30.2

Standard Rate	FLS Fluctuating Load Service
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TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

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 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 30.3

Standard Rate	IS
Industrial Service	
<p>LIABILITY In no event shall Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.</p> <p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

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Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 30.3

Standard Rate	FLS
Fluctuating Load Service	
<p>LIABILITY In no event shall Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.</p> <p>TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 35
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 35

Standard Rate	ST. LT.	
Street Lighting Service		
AVAILABILITY OF SERVICE		
This rate schedule is available, for the various types of street lighting services shown herein, in any community in which the Company has an electric franchise. Service is subject to the provisions herein and the provisions of the Company's standard contract for street lighting service. Should the service not meet these standard provisions, then the Company reserves the right to revise the charges listed hereinafter so as to include any additional or unusual cost involved.		
STANDARD/ORNAMENTAL SERVICE		
<ol style="list-style-type: none"> STANDARD OVERHEAD SYSTEM: Street lighting equipment furnished under the Standard Overhead Rate shall consist of wood poles, brackets, appropriate fixtures for the lamps being used, the necessary overhead street lighting circuit, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including circuits, lighting fixtures and lamp replacements. The Customer shall pay the Standard Overhead Rate. ORNAMENTAL OVERHEAD SYSTEM: The Company will, upon request, furnish under the Ornamental Overhead Rate, ornamental poles of the Company's choosing, together with overhead wiring and all other equipment and provisions mentioned in 2 above. The Customer will pay the Ornamental Overhead Rate. OTHER THAN CONVENTIONAL OVERHEAD SYSTEMS: Should the Customer require, either initially or upon replacement, a system or equipment other than that described in 2 or 3 above for lamp sizes as provided herein, (this constituting a conventional overhead system) the Customer may make a non-refundable contribution to the Company equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional overhead system as hereinbefore defined. In a similar manner the Customer will pay the difference in the cost of operation and maintaining such a system or equipment and the cost of operation and maintaining a conventional Overhead System. Any installation costs which are to be borne by the Customer, should be paid at the time of installation. 		
RATE		
	<u>LOAD/LIGHT</u>	<u>RATE PER LIGHT PER MONTH</u>
		<u>STANDARD</u> <u>ORNAMENTAL</u>
*INCANDESCENT		
1,000 Lumens (approximately)	.102 kW/Light	\$ 3.04 \$ 3.69
2,500 " "	.201 kW/Light	4.05 4.84
4,000 " "	.327 kW/Light	6.15 7.07
6,000 " "	.447 kW/Light	8.06 9.08
*MERCURY VAPOR		
7,000 Lumens (approximately)	.207 kW/Light	\$ 8.55 \$10.77
10,000 " "	.294 kW/Light	10.09 12.06
20,000 " "	.453 kW/Light	12.35 13.92
HIGH PRESSURE SODIUM		
4,000 Lumens (approximately)	.060 kW/Light	\$ 6.05 \$ 8.62
5,800 " "	.083 kW/Light	6.84 9.41
9,500 " "	.117 kW/Light	7.40 10.15
22,000 " "	.242 kW/Light	11.42 14.17
50,000 " "	.485 kW/Light	17.29 20.02
NOTE: * Incandescent is restricted to those fixtures in service on October 12, 1982. Mercury Vapor is restricted to those fixtures in service on February 1, 2004. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.		

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 35

Standard Rate	ST. LT.	
Street Lighting Service		
AVAILABILITY OF SERVICE		
This rate schedule is available, for the various types of street lighting services shown herein, in any community in which the Company has an electric franchise. Service is subject to the provisions herein and the provisions of the Company's standard contract for street lighting service. Should the service not meet these standard provisions, then the Company reserves the right to revise the charges listed hereinafter so as to include any additional or unusual cost involved.		
OVERHEAD SERVICE		
<ol style="list-style-type: none"> STANDARD OVERHEAD SYSTEM: Street lighting equipment furnished under the Standard Overhead Rate shall consist of wood poles, brackets, appropriate fixtures for the lamps being used, 150 feet of street lighting circuit, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including circuits, lighting fixtures and lamp replacements. The Customer shall pay the Standard Overhead Rate. ORNAMENTAL OVERHEAD SYSTEM: The Company will, upon request, furnish under the Ornamental Overhead Rate, ornamental poles of the Company's choosing, together with overhead wiring and all other equipment and provisions mentioned in Section 1 above. The Customer will pay the Ornamental Overhead Rate. OTHER THAN CONVENTIONAL OVERHEAD SYSTEMS: Should the Customer require, either initially or upon replacement, a system or equipment other than that described in Sections 1 and 2 above for lamp sizes as provided herein, (this constituting a conventional overhead system) the Customer may make a non-refundable contribution to the Company equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional overhead system as hereinbefore defined. In a similar manner the Customer will pay the difference in the cost of operating and maintaining such a system or equipment and the cost of operating and maintaining a conventional Overhead System. Any installation costs which are to be borne by the Customer should be paid at the time of installation. 		
RATE		
	<u>LOAD/LIGHT</u>	<u>RATE PER LIGHT PER MONTH</u>
		<u>STANDARD</u> <u>ORNAMENTAL</u>
TYPE OF FIXTURE		
HIGH PRESSURE SODIUM		
4,000 Lumens (approximately)	0.060 kW/Light	\$ 6.70 \$ 9.54
5,800 " "	0.083 kW/Light	7.57 10.42
9,500 " "	0.117 kW/Light	8.19 11.24
22,000 " "	0.242 kW/Light	12.64 15.69
50,000 " "	0.471 kW/Light	20.59 22.16
*MERCURY VAPOR		
7,000 Lumens (approximately)	0.207 kW/Light	\$ 8.55 \$10.77
10,000 " "	0.294 kW/Light	10.09 12.06
20,000 " "	0.453 kW/Light	12.35 13.92
*INCANDESCENT		
1,000 Lumens (approximately)	0.102 kW/Light	\$ 3.04 \$ 3.69
2,500 " "	0.201 kW/Light	4.05 4.84
4,000 " "	0.327 kW/Light	6.15 7.07
6,000 " "	0.447 kW/Light	8.06 9.08
NOTE: * Incandescent and Mercury Vapor are restricted to those fixtures in service. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.		

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 35.2

Standard Rate	ST. LT.
Street Lighting Service	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from date of bill.	
DETERMINATION OF ENERGY CONSUMPTION	
The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.	

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 35.2

Standard Rate	ST. LT.
Street Lighting Service	
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DUE DATE OF BILL	
Customer's payment will be due within twelve (12) days from the date of the bill.	
DETERMINATION OF ENERGY CONSUMPTION	
The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 36
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 36

Standard Rate	P.O. LT.		
	Private Outdoor Lighting		
APPLICABLE In all territory served.			
AVAILABILITY OF SERVICE Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s).			
RATE			
STANDARD (SERVED OVERHEAD)			
TYPE LIGHT	APPROX. LUMENS	kW RATING	MONTHLY CHARGE
Open Bottom Mercury Vapor	7,000**	.207	\$ 9.52
Cobra Mercury Vapor	20,000**	.453	\$12.35
Open Bottom High Pressure Sodium	5,800	.083	\$ 5.77
Open Bottom High Pressure Sodium	9,500	.117	\$ 6.26
Cobra High Pressure Sodium	22,000	.242	\$11.42
Cobra High Pressure Sodium	50,000	.485	\$18.60
DIRECTIONAL (SERVED OVERHEAD)			
TYPE LIGHT	APPROX. LUMENS	kW RATING	MONTHLY CHARGE
Directional High Pressure Sodium	9,500	.117	\$ 7.27
Directional High Pressure Sodium	22,000	.242	\$10.88
Directional High Pressure Sodium	50,000	.485	\$15.65
The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240.			
Where the location of existing poles are not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge per month to be determined by the Company. These additional charges are subject to change by Company upon thirty (30) days prior written notice.			

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36

Standard Rate	P.O. LT.		
	Private Outdoor Lighting		
APPLICABLE In all territory served.			
AVAILABILITY OF SERVICE Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s).			
RATE			
OVERHEAD SERVICE [Fixture Only]			
Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture, photoelectric control and mast arm (cobra head).			
TYPE OF FIXTURE	APPROX. LUMENS	kW RATING	MONTHLY CHARGE
High Pressure Sodium			
Cobra Head	22,000*	0.242	\$12.64
Cobra Head	50,000*	0.471	20.59
Directional	9,500	0.117	8.05
Directional	22,000*	0.242	12.04
Directional	50,000*	0.471	17.32
Open Bottom	5,800	0.083	6.39
Open Bottom	9,500	0.117	6.93
Mercury Vapor			
Mercury Vapor is restricted to those fixtures in service. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.			
Cobra Head	20,000	0.453	\$12.35
Open Bottom	7,000	0.207	\$ 9.52

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 36.1
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 36.1

Standard Rate	P.O. LT. Private Outdoor Lighting		
All facilities required by Company will be standard stocked material. When underground facilities are requested and the Company agrees to underground service, the Customer will be responsible for ditching and back-filling and seeding and/or repaving as necessary, and provide, own and maintain all conduit.			
METAL HALIDE COMMERCIAL AND INDUSTRIAL LIGHTING			
TYPE POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
Directional Fixture Only	12,000	0.207	\$11.23
Directional Fixture With Wood Pole	12,000	0.207	\$13.15
Directional Fixture With Direct Burial Metal Pole	12,000	0.207	\$19.45
Directional Fixture Only	32,000	0.450	\$16.11
Directional Fixture With Wood Pole	32,000	0.450	\$18.05
Directional Fixture With Metal Pole	32,000	0.450	\$24.33
Directional Fixture Only	107,800	1.080	\$33.81
Directional Fixture With Wood Pole	107,800	1.080	\$36.92
Directional Fixture With Metal Pole	107,800	1.080	\$42.46
Contemporary Fixture Only	12,000	0.207	\$12.30
Contemporary Fixture With Direct Burial Metal Pole	12,000	0.207	\$20.54
Contemporary Fixture Only -	32,000	0.450	\$17.62
Contemporary Fixture With Metal Pole	32,000	0.450	\$25.84
Contemporary Fixture Only	107,800	1.080	\$36.73
Contemporary Fixture With Metal Pole	107,800	1.080	\$44.96

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36.1

Standard Rate	P.O. LT. Private Outdoor Lighting		
ADDITIONAL FACILITIES			
The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240. All facilities required by Company will be standard stocked material. The above rates for OVERHEAD SERVICE contemplate installation on an existing wood pole and, if needed, up to 150 feet of conductor.			
Where the location of existing poles is not suitable or where there are no existing poles or adequate facilities for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge based upon the application of the monthly rate set forth in the Excess Facilities rider applied to the current cost of the facilities as periodically updated.			
UNDERGROUND SERVICE			
Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture, photoelectric control, and aluminum pole.			
TYPE OF POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
High Pressure Sodium			
Acorn Decorative	4,000	0.060	\$12.56
Acorn Historic	4,000	0.060	\$18.99
Acorn Decorative	5,800	0.083	\$13.56
Acorn Historic	5,800	0.083	\$19.87
Acorn Decorative	9,500	0.117	\$14.19
Acorn Historic	9,500	0.117	\$20.61
Colonial	4,000	0.060	\$ 8.71
Colonial	5,800	0.083	\$ 9.61
Colonial	9,500	0.117	\$10.14
Coach	5,800	0.083	\$29.01
Coach	9,500	0.117	\$29.52
Contemporary	5,800	0.083	\$21.45
Additional Fixture	5,800	0.083	\$13.99
Contemporary	9,500	0.117	\$21.59
Additional Fixture	9,500	0.117	\$14.12
Contemporary	22,000*	0.242	\$27.38
Additional Fixture	22,000*	0.242	\$15.91
Contemporary	50,000*	0.471	\$30.67
Additional Fixture	50,000*	0.471	\$19.20

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet no. 36.2
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 36.2

Standard Rate	P.O. LT.		
	Private Outdoor Lighting		
<p>Company, where secondary voltage of 120/240 is available, will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 100 feet. All poles and fixtures furnished by Company will be standard stocked materials. Where Customer's location would require the installation of additional facilities, Company may furnish, own, and maintain the requested facilities at an additional charge per month to be determined by Company. Such charges are subject to change by Company upon 30 days prior written notice.</p> <p>Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seedling/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seedling/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.</p> <p>Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.</p>			
DECORATIVE HPS (SERVED UNDERGROUND)			
TYPE POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
Acorn Decorative	4,000	0.060	\$11.35
Acorn Historic	4,000	0.060	\$17.15
Acorn Decorative	5,800	0.083	\$12.25
Acorn Historic	5,800	0.083	\$17.95
Acorn Decorative	9,500	0.117	\$12.82
Acorn Historic	9,500	0.117	\$18.62
Colonial	4,000	0.060	\$ 7.87
Colonial	5,800	0.083	\$ 8.68
Colonial	9,500	0.117	\$ 9.16
Coach	5,800	0.083	\$26.21
Coach	9,500	0.117	\$26.67
Contemporary	5,800	0.083	\$13.88
Contemporary	9,500	0.117	\$16.14
Contemporary	22,000 *	0.242	\$19.65
Contemporary	50,000 *	0.485	\$25.12
Gran Ville	16,000	0.150	\$44.78

Date of Issue: December 22, 2009
 Date Effective: January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36.2

Standard Rate	P.O. LT.		
	Private Outdoor Lighting		
TYPE OF POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
High Pressure Sodium (Continued)			
Granville	16,000	0.181	\$49.56
Granville Accessories:			MONTHLY CHARGE
Single Crossarm Bracket (Existing Poles Only)			\$17.86
Twin Crossarm Bracket			19.88
24 Inch Banner Arm			3.10
24 Inch Clamp Banner Arm			4.28
18 Inch Banner Arm			2.86
18 Inch Clamp Banner Arm			3.53
Flagpole Holder			1.32
Post-Mounted Receptacle			18.54
Base-Mounted Receptacle			17.89
Additional Receptacle (2 Receptacles on Same Pole)			2.54
Planter			4.30
Clamp On Planter			4.77
<p>For UNDERGROUND SERVICE where secondary voltage of 120/240 is available, Company will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Where Customer's location would require the installation of additional facilities, Company may furnish, own, and maintain the requested facilities at an additional charge per month to be determined by Company. Such charges are subject to change by Company upon 30 days prior written notice.</p> <p>Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seedling/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seedling/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.</p>			

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 36.3

Standard Rate	P.O. LT. Private Outdoor Lighting	MONTHLY CHARGE
Gran Ville Accessories:		
*** Single Crossarm Bracket		\$16.13
Twin Crossarm Bracket		\$17.96
24 Inch Banner Arm		\$ 2.80
24 Inch Clamp Banner Arm		\$ 3.87
18 Inch Banner Arm		\$ 2.58
18 Inch Clamp Banner Arm		\$ 3.19
Flagpole Holder		\$ 1.19
Post-Mounted Receptacle		\$16.75
Base-Mounted Receptacle		\$16.16
**** Additional Receptacle		\$ 2.29
Planter		\$ 3.88
Clamp On Planter		\$ 4.31

Company to furnish, own, and maintain decorative poles, fixtures and any necessary circuitry up to 100 feet for the size lamps being used. Additional facilities required by Customer will be provided at a charge to be determined by the Company. These additional charges are subject to change by the Company upon 30 days prior written notice. All facilities furnished by the Company will be standard stocked material. Customer to pay rate plus any additional charges as determined above plus provide all ditching, back-filling, and repaving/seedling/sodding as necessary, and provide, own, and maintain all conduit. Upon termination of this service, the Company shall not be required to remove underground wiring. If the Company provides storage for the fixture, poles and/or the accessories, then an adder of 12.50 % will apply to the rate per light for Gran Ville lights and accessories.

NOTE: * NOT AVAILABLE FOR URBAN RESIDENTIAL HOME USE
 ** RESTRICTED TO THOSE FIXTURES IN SERVICE ON AUGUST 20, 1990. UPON FAILURE, EXISTING FIXTURES WILL EITHER BE REMOVED FROM SERVICE OR REPLACED WITH AVAILABLE LIGHTING AT THE CUSTOMER'S OPTION.
 *** FOR EXISTING POLES ONLY
 **** FOR 2 RECEPTACLES ON SAME POLE

ADJUSTMENT CLAUSES
 The bill amount computed at the charges specified above shall be increased or decreased in accordance with:

Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36.3

Standard Rate	P.O. LT. Private Outdoor Lighting		
Customer Ordered Styles			
Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.			
NOTE: * NOT AVAILABLE FOR URBAN RESIDENTIAL HOME USE			
METAL HALIDE COMMERCIAL AND INDUSTRIAL LIGHTING [OVERHEAD AND UNDERGROUND]			
TYPE OF POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
Metal Halide			
Directional Fixture Only	12,000	0.150	\$12.43
Directional Fixture With Wood Pole	12,000	0.150	16.66
Directional Fixture With Direct Burial Metal Pole	12,000	0.150	24.84
Directional Fixture Only	32,000	0.350	17.83
Directional Fixture With Wood Pole	32,000	0.350	22.06
Directional Fixture With Metal Pole	32,000	0.350	30.24
Directional Fixture Only	107,800	1.080	37.43
Directional Fixture With Wood Pole	107,800	1.080	41.66
Directional Fixture With Metal Pole	107,800	1.080	49.84
Contemporary Fixture Only	12,000	0.150	13.62
Contemporary Fixture With Direct Burial Metal Pole	12,000	0.150	26.03
Contemporary Fixture Only	32,000	0.350	19.51
Contemporary Fixture With Metal Pole	32,000	0.350	31.92
Contemporary Fixture Only	107,800	1.080	40.66
Contemporary Fixture With Metal Pole	107,800	1.080	53.07

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 36.4

Standard Rate	P.O. LT.
Private Outdoor Lighting	
<p>DUE DATE OF BILL Payment is due within twelve (12) days from date of bill. Billing for this service to be made a part of bill rendered for other electric service.</p>	
<p>DETERMINATION OF ENERGY CONSUMPTION The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.</p>	
<p>TERM OF CONTRACT For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period.</p> <p>Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source.</p>	
<p>TERMS AND CONDITIONS</p> <ol style="list-style-type: none"> 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein. 2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The Company shall be allowed two (2) business days after notification by the Customer in which to restore service. 3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. 4. The Company shall own and maintain all facilities required in providing this service, except as noted above. 	

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 36.4

Standard Rate	P.O. LT.								
Private Outdoor Lighting									
<p>ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Fuel Adjustment Clause</td> <td style="text-align: right;">Sheet No. 85</td> </tr> <tr> <td>Environmental Cost Recovery Surcharge</td> <td style="text-align: right;">Sheet No. 87</td> </tr> <tr> <td>Franchise Fee Rider</td> <td style="text-align: right;">Sheet No. 90</td> </tr> <tr> <td>School Tax</td> <td style="text-align: right;">Sheet No. 91</td> </tr> </table>		Fuel Adjustment Clause	Sheet No. 85	Environmental Cost Recovery Surcharge	Sheet No. 87	Franchise Fee Rider	Sheet No. 90	School Tax	Sheet No. 91
Fuel Adjustment Clause	Sheet No. 85								
Environmental Cost Recovery Surcharge	Sheet No. 87								
Franchise Fee Rider	Sheet No. 90								
School Tax	Sheet No. 91								
<p>DUE DATE OF BILL Payment is due within twelve (12) days from the date of the bill. Billing for this service to be made a part of the bill rendered for other electric service.</p>									
<p>DETERMINATION OF ENERGY CONSUMPTION The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.</p>									
<p>TERM OF CONTRACT For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period.</p> <p>Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source.</p>									
<p>TERMS AND CONDITIONS</p> <ol style="list-style-type: none"> 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein. 2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The customer shall be responsible for reporting outages and other operating faults, and the Company will undertake to service the lighting equipment within two (2) business days after such notification by the customer. 3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. 4. The Company shall own and maintain all facilities required in providing this service, except as noted above. 									

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 37
Canceling P.S.C. No. 14, First Revision of Original Sheet No. 37

Standard Rate	LE
Lighting Energy Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.	
RATE \$0.05474 per kWh	
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.	
CONDITIONS OF DELIVERY	
a) Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.	
b) The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the customer in consideration of the type and size of customer's street lighting system and the voltage which Company has available for delivery.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: December 22, 2009
Date Effective: January 28, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2009-00310 dated December 2, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 37

Standard Rate	LE
Lighting Energy Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.	
RATE \$0.05465 per kWh	
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.	
CONDITIONS OF DELIVERY	
a) Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.	
b) The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the customer in consideration of the type and size of customer's street lighting system and the voltage which Company has available for delivery.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 38
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 38

Standard Rate	TE Traffic Energy Service
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service to traffic control devices including signals, cameras, or other traffic lights which operate on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate customer.	
RATE Customer Charge: \$2.80 per delivery per month Plus an Energy Charge of: \$0.06530 per kWh	
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
MINIMUM CHARGE The Customer Charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.	
CONDITIONS OF SERVICE	
1. Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.	
2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer.	
3. Traffic lights not operated on an all-day every-day basis will be served under General Service Rate GS.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: June 10, 2009
 Date Effective: With Bills Rendered On and After June 29, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2008-00520 dated June 3, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 38

Standard Rate	TE Traffic Energy Service
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service to traffic control devices including signals, cameras, or other traffic lights which operate on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate customer.	
RATE Basic Service Charge: \$3.14 per delivery per month Plus an Energy Charge of: \$0.07000 per kWh	
ADJUSTMENT CLAUSES The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
MINIMUM CHARGE The Basic Service Charge shall be the minimum charge.	
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.	
CONDITIONS OF SERVICE	
1. Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.	
2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer.	
3. Traffic lights not operated on an all-day every-day basis will be served under General Service Rate GS.	
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40

Standard Rate	CTAC Cable Television Attachment Charges
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Where a cable television system operator has proper authorization to provide cable television service in a given area (hereinafter "Customer"), Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement and an Application and Permit form supplied by Company.	
RENTAL CHARGE Rental charge of \$2.71 per year for each attachment to pole, subject to annual adjustment as provided below.	
RENTAL CHARGE ADJUSTMENT The rental charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Rental Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.	
BILLING Rental charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Payment will be due within twelve (12) days from date of bill.	
TERM OF AGREEMENT The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.	
TERMS AND CONDITIONS OF POLE ATTACHMENTS Pole attachments shall be permitted in accordance with this Rental Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with the special provisions of this Rental Schedule, Cable Television Attachments Agreement, the Application and Permit form.	

Date of Issue: February 9, 2009
 Date Effective: January 1, 1984 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 40

Standard Rate	CTAC Cable Television Attachment Charges
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Where Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement supplied by Company.	
ATTACHMENT CHARGE \$8.93 per year for each attachment to pole, subject to annual adjustment as provided below.	
ATTACHMENT CHARGE ADJUSTMENT The Attachment Charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Attachment Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.	
BILLING Attachment Charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement, the Attachment Charges will be prorated to the date of such termination. Payment will be due within thirty (30) days from date of bill. Non-payment of bills shall constitute a default of the Agreement.	
TERM OF AGREEMENT The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.	
TERMS AND CONDITIONS OF POLE ATTACHMENTS Pole attachments shall be permitted in accordance with this Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with, the special provisions of this Schedule. Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.1

Standard Rate	CTAC Cable Television Attachment Charges
<p>Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this rental schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:</p>	
<p>1. ATTACHMENT APPLICATIONS AND PERMITS</p> <p>Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefore on a form to be supplied by Company (KU Form 17-52). The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company, unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer. In the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back rental fee for any excess attachments. The back rental fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.</p>	
<p>2. PERMITTED ATTACHMENTS</p> <p>Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two (2) inches. Any messenger attachment other than to tangent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by Company, and as a separate attachment application.</p>	
<p>3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS</p> <p>Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 40.1

Standard Rate	CTAC Cable Television Attachment Charges
<p>1. ATTACHMENT APPLICATIONS AND PERMITS</p> <p>Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefore on a form to be supplied by Company. The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company, unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer. In the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back attachment fee for any excess attachments. The back attachment fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.</p>	
<p>2. PERMITTED ATTACHMENTS</p> <p>Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two (2) inches. Any messenger attachment other than to tangent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by Company, and as a separate attachment application.</p>	
<p>3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS</p> <p>Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.</p>	
<p>4. MAINTENANCE OF ATTACHMENTS</p> <p>Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working</p>	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.2

Standard Rate	CTAC
Cable Television Attachment Charges	
<p>Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.</p>	
<p>4. MAINTENANCE OF ATTACHMENTS</p> <p>Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than two months after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.</p>	
<p>5. COSTS ASSOCIATED WITH ATTACHMENTS</p> <p>In the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Company will indicate on the application and permit form (KU Form 17-52) the changes necessary to provide adequate poles and the estimated cost thereof to Customer and return the form to Customer. If Customer still desires to make the attachments, and returns the form to Company marked to so indicate, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 40.2

Standard Rate	CTAC
Cable Television Attachment Charges	
<p>use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than 30 day after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.</p>	
<p>5. COSTS ASSOCIATED WITH ATTACHMENTS</p> <p>In the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Company will indicate on the application and permit form the changes necessary to provide adequate poles and the estimated cost thereof to Customer. If Customer still desires to make the attachments, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.</p>	
<p>6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES</p> <p>Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.</p>	
<p>7. FRANCHISES AND EASEMENTS</p> <p>Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Company which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental</p>	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.3

Standard Rate	CTAC Cable Television Attachment Charges
<p>6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES</p> <p>Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.</p>	
<p>7. FRANCHISES AND EASEMENTS</p> <p>Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities at the locations of poles of property where necessary to construct and maintain facilities at the locations of poles of property which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.</p>	
<p>8. INSPECTION OF FACILITIES</p> <p>Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.</p>	
<p>9. RENTALS</p> <p>Customer shall pay to Company an annual rental charge per attachment in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission for each year from the 1st of January of each respective year to the following December 31 provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement at any time after January 1 of any year and prior to December 31 of that year, the annual rentals will be prorated from January 1 to the date of such termination. The rental payments herein provided for shall be made on a semi-annual basis upon the number of poles on which attachments are being maintained on the 1st day of December and the 1st day of June, respectively. This rental charge is subject to change in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission or applicable regulations or statutes.</p>	

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P.S.C. No. 15, Original Sheet No. 40.3

Standard Rate	CTAC Cable Television Attachment Charges
<p>agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.</p>	
<p>8. INSPECTION OF FACILITIES</p> <p>Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.</p>	
<p>9. PRECAUTIONS TO AVOID FACILITY DAMAGE</p> <p>Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility of any and all loss for such damage caused by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.</p>	
<p>10. INDEMNITIES AND INSURANCE</p> <p>Customer shall defend, indemnify and save harmless Company from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature-including but not limited to costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company it-self or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of Company, either solely or in concurrence with any alleged joint negligence of Company.</p> <p>Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:</p> <ul style="list-style-type: none"> (a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employer's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee. (b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident. (c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b). (d) In the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws. 	

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Kentucky Utilities Company

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Standard Rate	CTAC Cable Television Attachment Charges
<p>10. PRECAUTIONS TO AVOID FACILITY DAMAGE</p> <p>Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility for any and all loss for such damage cause by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.</p>	
<p>11. INDEMNITIES AND INSURANCE</p> <p>Customer shall defend, indemnify and save harmless Company from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature-including but not limited to costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company it-self or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of Company, either solely or in concurrence with any alleged joint negligence of Company.</p> <p>Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:</p> <p>(a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employer's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee.</p> <p>(b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.</p> <p>(c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).</p> <p>(d) In the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.</p> <p>(e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).</p>	

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Standard Rate	CTAC Cable Television Attachment Charges
	<p>(e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).</p> <p>(f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.</p> <p>Before starting work, Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.</p> <p>Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Kentucky Utilities Company so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the named insured and Kentucky Utilities Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."</p>
	<p>11. ATTACHMENT REMOVAL AND NOTICES</p> <p>Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company. No refund of any attachment charge will be due on account of such voluntary removal.</p>
	<p>12. FORBIDDEN USE OF POLES</p> <p>Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any attachment charge will be due on account of any removal resulting from such forbidden use.</p>
	<p>13. NON-COMPLIANCE</p> <p>If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.</p>

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P.S.C. No. 14, Original Sheet No. 40.5

Standard Rate	CTAC
Cable Television Attachment Charges	
<p>(f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.</p> <p>Before starting work, Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.</p> <p>Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Kentucky Utilities Company so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the named insured and Kentucky Utilities Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."</p>	
<p>12. ATTACHMENT REMOVAL AND NOTICES</p> <p>Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company (KU Form 17-53). No refund of any rental will be due on account of such voluntary removal.</p>	
<p>13. FORBIDDEN USE OF POLES</p> <p>Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.</p>	
<p>14. NON-COMPLIANCE</p> <p>If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-</p>	

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P.S.C. No. 15, Original Sheet No. 40.5

Standard Rate	CTAC
Cable Television Attachment Charges	
<p>14. WAIVERS</p> <p>Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions or the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.</p>	
<p>15. USE OF COMPANY'S FACILITIES BY OTHERS</p> <p>Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.</p>	
<p>16. ASSIGNMENT</p> <p>Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.</p>	
<p>17. PROPERTY RIGHTS</p> <p>No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.</p>	
<p>18. FAILURE TO PROCEED</p> <p>Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.</p>	
<p>19. TERMINATION</p> <p>Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.</p>	
<p>20. SECURITY</p> <p>Customer shall furnish bond for the purposes hereinafter specified as follows:</p> <p>(a) during the period of Customer's initial installation of its facilities and at the time of any expansion involving more than seventy-five (75) poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which Customer intends to attach its facilities;</p> <p>(b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);</p> <p>(c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).</p>	

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P.S.C. No. 14, Original Sheet No. 40.6

Standard Rate	CTAC
	Cable Television Attachment Charges
	compliance shall have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.
15. BILLING	Bills for expenses and other charges under the Agreement shall be payable within twelve (12) days after presentation. Non-payment of bills shall constitute a default of the Agreement.
16. WAIVERS	Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions of the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.
17. USE OF COMPANY'S FACILITIES BY OTHERS	Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.
18. ASSIGNMENT	Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.
19. PROPERTY RIGHTS	No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.
20. FAILURE TO PROCEED	Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.

Date of Issue: February 9, 2009
Date Effective: January 1, 1984 Refiled: February 9, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 40.6

Standard Rate	CTAC
	Cable Television Attachment Charges
	(d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.
	e) Company in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by, and subject to the other requirements of, this Section 22.
21. NOTICES	Any notice, or request, required by these Rules and Regulations or Terms and Conditions of the Agreement shall be deemed properly given if mailed, postage pre-paid, to Company, in the case of Company; or in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.
22. ADJUSTMENTS	Nothing contained herein or in any Agreement shall be construed as affecting in any way the right of Company, and Company shall at all times have the right, to unilaterally file with the Public Service Commission a change in rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to the Agreement.
23. BINDING EFFECT	Subject to the provisions of Section 18 hereof, the Agreement and these Rules and Regulations or Terms and Conditions shall extend to and bind the successors and assigns of the parties hereto.

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.7

Standard Rate	CTAC Cable Television Attachment Charges
21. TERMINATION	
Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.	
22. SECURITY	
Customer shall furnish bond for the purposes hereinafter specified as follows:	
(a) during the period of Customer's initial installation of its facilities and at the time of any expansion involving more than seventy-five (75) poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which Customer intends to attach its facilities;	
(b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);	
(c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).	
(d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.	
(e) Company in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by, and subject to the other requirements of, this Section 22.	
23. NOTICES	
Any notice, or request, required by these Rules and Regulations or Terms and Conditions or the Agreement shall be deemed properly given if mailed, postage pre-paid, to the Senior Vice President in charge of Operations, Kentucky Utilities Company, One Quality Street, Lexington.	

The proposed Cable Television Attachment Charges Rate CTAC is now contained on six pages rather than the current eight pages.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.8

Standard Rate	CTAC
Cable Television Attachment Charges	
<p>Kentucky, in the case of Company, or, in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.</p>	
24. ADJUSTMENTS	
<p>Nothing contained herein or in any Agreement shall be construed as affecting in any way the right of Company, and Company shall at all times have the right, to unilaterally file with the Public Service Commission a change in rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to the Agreement.</p>	
25. TERM OF AGREEMENT	
<p>The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provision contained in the Agreement. At any time thereafter, the Customer may terminate the Agreement by giving not less than six (6) months prior written notice. Upon termination of the Agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.</p>	
26. BINDING EFFECT	
<p>Subject to the provisions of Section 18 hereof, the Agreement and these Rules and Regulations or Terms and Conditions shall extend to and bind the successors and assigns of the parties hereto.</p>	

The proposed Cable Television Attachment Charges Rate CTAC is now contained on six pages rather than the current eight pages.

Date of Issue: February 9, 2009 Refiled: February 9, 2009
Date Effective: January 1, 1984
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 45

Standard Rate	Special Charges
<p>The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to meet associated expenses.</p>	
<p>RETURNED PAYMENT CHARGE In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the customer will be charged \$10.00 to cover the additional processing costs.</p>	
<p>METER TEST CHARGE Where the test of a meter is performed during normal working hours upon the written request of a customer, pursuant to 807 KAR 5:006, Section 18, and the results show the meter was not more than two percent fast, the customer will be charged \$60.00 to cover the test and transportation costs.</p>	
<p>DISCONNECTING AND RECONNECTING SERVICE CHARGE A charge of \$25.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$25.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.</p>	
<p>METER PULSE CHARGE Where a customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per month will be made to those data pulses. Time pulses will not be supplied.</p>	
<p>METER DATA PROCESSING CHARGE A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports.</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 45

Standard Rate	Special Charges
<p>The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.</p>	
<p>RETURNED PAYMENT CHARGE In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the customer will be charged \$10.00 to cover the additional processing costs.</p>	
<p>METER TEST CHARGE Where the test of a meter is performed during normal working hours upon the written request of a customer, pursuant to 807 KAR 5:006, Section 18, and the results show the meter was not more than two percent fast, the customer will be charged \$60.00 to cover the test and transportation costs.</p>	
<p>DISCONNECT/RECONNECT SERVICE CHARGE A charge of \$25.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$29.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.</p>	
<p>METER PULSE CHARGE Where a customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per pulse per month will be made to those data pulses. Time pulses will not be supplied.</p>	
<p>METER DATA PROCESSING CHARGE A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports. If a customer is not recorder metered and desires to have such metering installed, the customer will pay all costs associated with installing the recorder meter.</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 50

Proposed Curtailable Service Rider CSR is a consolidation of the current Curtailable Service Riders CSR1, CSR2, and CSR3.

Standard Rate Rider	CSR Curtailable Service Rider
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This rider shall be made available to customers served under applicable power schedules who contract for not less than 1,000 kilowatts individually and up to an aggregate of 200 megawatts of total requirements to be subject to curtailment under this schedule, such curtailment to be implemented upon notification by the Company.	
CONTRACT OPTION Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed five hundred hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time that may have both physical curtailments and buy-through options within the interval between the start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment. Company may request at its sole discretion up to 100 hours of physical curtailment per year without a buy-through option. Company may also request at its sole discretion up to 400 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements. Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways: Option A -- Customer may contract for a given amount of firm demand, as measured on a 15-minute demand basis. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the maximum demand during any requested curtailment less the contracted firm demand multiplied by the time period (hours) of interruption. The measured demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance, as measured on a 15-minute demand basis. Option B -- Customer may contract for a given amount of curtailable load by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum 15-minute demand immediately prior to the curtailment less the designated curtailable load.	

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 50.1

Proposed Curtailable Service Rider CSR is a consolidation of the current Curtailable Service Riders CSR1, CSR2, and CSR3.

Standard Rate Rider	CSR						
Curtailable Service Rider							
<p>During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the curtailable load designated in the contract multiplied by the time period (hours) of a requested curtailment. Non-compliance for each requested physical curtailment shall be the measured positive value determined by subtracting (i) Customer's designated curtailable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.</p>							
<p>RATE</p> <p>Customer will receive the following credits for curtailable service during the month:</p> <table><tr><td>Transmission Voltage Service</td><td>\$ 5.10 per kW of Curtailable Billing Demand</td></tr><tr><td>Primary Voltage Service</td><td>\$ 5.20 per kW of Curtailable Billing Demand</td></tr><tr><td>Non-Compliance Charge of:</td><td>\$16.00 per kW</td></tr></table> <p>Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges.</p>		Transmission Voltage Service	\$ 5.10 per kW of Curtailable Billing Demand	Primary Voltage Service	\$ 5.20 per kW of Curtailable Billing Demand	Non-Compliance Charge of:	\$16.00 per kW
Transmission Voltage Service	\$ 5.10 per kW of Curtailable Billing Demand						
Primary Voltage Service	\$ 5.20 per kW of Curtailable Billing Demand						
Non-Compliance Charge of:	\$16.00 per kW						
<p>CURTAILABLE BILLING DEMAND</p> <p>For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) the Customer's measured maximum kilowatt demand during the billing period for any 15-minute interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., and (ii) for the months October continuously through May, from 6 A.M. to 10 P.M., and (b) the firm contract demand.</p> <p>For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable Load, as described above.</p>							
<p>AUTOMATIC BUY-THROUGH PRICE</p> <p>The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:</p> $\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$ <p>Where: NGP represents the mid-point price for natural gas (\$/MMBtu) posted for the day in "Gas Daily" for Dominion—South Point and will be used for the electrical day from 12 midnight to midnight. Also the posted price for Monday or the day after a holiday is the posted price for Saturday, Sunday and the holiday.</p>							

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

N

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 50.2

Proposed Curtailable Service Rider CSR is a consolidation of the current Curtailable Service Riders CSR1, CSR2, and CSR3.

Standard Rate Rider	CSR Curtailable Service Rider
TERM OF CONTRACT	
The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.	
TERMS AND CONDITIONS	
Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.	
Date of Issue: January 29, 2010 Date Effective: March 1, 2010 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky	

N

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 50

Standard Rate Rider	CSR1 Curtailable Service Rider 1
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This rider is restricted to those customers receiving service under the provisions of the preceding CSR rider, P.S.C. No. 13, Original Sheet No. 50, as of the execution date of the Settlement Agreement in P.S.C. Case No. 2003-00434, May 12, 2004.	
CONTRACT OPTION Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed two hundred (200) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment. Compliance with a request for curtailment shall be measured in one of the following ways: a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance. b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance. c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's	

Current Curtailable Service Rider CSR1 is proposed to be consolidated with the current Curtailable Service Riders CSR2 and CSR3 into a single proposed Curtailable Service Rider.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 50.1

Standard Rate Rider	CSR1									
Curtable Service Rider 1										
<p>intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above.</p>										
<p>d) in those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtable demand, b) above.</p>										
<p>RATE Customer will receive a credit against the applicable power schedule for curtable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.</p>										
	<table><thead><tr><th></th><th>Primary</th><th>Transmission</th></tr></thead><tbody><tr><td>Demand Credit of:</td><td>\$ 5.20 per kW</td><td>\$ 5.10 per kW</td></tr><tr><td>Non-Compliance Charge of:</td><td>\$16.00 per kW</td><td>\$16.00 per kW</td></tr></tbody></table>		Primary	Transmission	Demand Credit of:	\$ 5.20 per kW	\$ 5.10 per kW	Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW
	Primary	Transmission								
Demand Credit of:	\$ 5.20 per kW	\$ 5.10 per kW								
Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW								
<p>Failure of Customer to curtail when requested to do so may result in termination of service under this rider.</p>										
<p>TERM OF CONTRACT The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.</p>										
<p>TERMS AND CONDITIONS Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.</p>										

Current Curtable Service Rider CSR1 is proposed to be consolidated with the current Curtable Service Riders CSR2 and CSR3 into a single proposed Curtable Service Rider.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 51

Standard Rate Rider

CSR2

Curtailable Service Rider 2

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider shall be made available to customers served under the applicable power schedules who contract for not less than 1,000 kilowatts individually and up to an aggregate of 100 megawatts of total requirements to be subject to curtailment under this schedule, such curtailment to be implemented upon notification by the Company.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed four hundred and twenty five (425) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) The customer shall contract for a given amount of firm demand, and the curtailable load shall be the Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, the customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) The customer shall contract for a given amount of curtailable load by which the customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, the Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Current Curtailable Service Rider CSR2 is proposed to be consolidated with the current Curtailable Service Riders CSR1 and CSR3 into a single proposed Curtailable Service Rider CSR.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 51.1

Standard Rate Rider	CSR2									
Curtaileable Service Rider 2										
<p>c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-thru" will be available to the customer only after customer has been served under CSR2 for three (3) years with no non-compliances.</p> <p>d) In those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtaileable demand, b) above.</p>										
<p>RATE Customer will receive a credit against the applicable power schedule for curtaileable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.</p> <table><tr><td></td><td>Primary</td><td>Transmission</td></tr><tr><td>Demand Credit of:</td><td>\$ 5.69 per kW</td><td>\$ 5.59 per kW</td></tr><tr><td>Non-Compliance Charge of:</td><td>\$16.00 per kW</td><td>\$16.00 per kW</td></tr></table> <p>Failure of Customer to curtail when requested to do so may result in termination of service under this rider.</p>			Primary	Transmission	Demand Credit of:	\$ 5.69 per kW	\$ 5.59 per kW	Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW
	Primary	Transmission								
Demand Credit of:	\$ 5.69 per kW	\$ 5.59 per kW								
Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW								
<p>TERM OF CONTRACT The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.</p>										
<p>TERMS AND CONDITIONS Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.</p>										

Current Curtaileable Service Rider CSR2 is proposed to be consolidated with the current Curtaileable Service Riders CSR1 and CSR3 into a single proposed Curtaileable Service Rider CSR.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 52

Standard Rate Rider	CSR3
Curtable Service Rider 3	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This rider is restricted to those customers receiving service under the provisions of Rate IS – Industrial Service and on service as of the effective date when this schedule is approved by the Public Service Commission.	
CONTRACT OPTION Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed one hundred (100) hours in any continuous year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with unlimited requests for curtailment per calendar day within these parameters. Requests for curtailment are limited to the On-Peak periods specified under Rating Periods in the IS rate schedule. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.	
Compliance with a request for curtailment shall be measured in one of the following ways:	
a) Customer shall contract for a given amount of firm demand, and the curtable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.	
b) Customer shall contract for a given amount of curtable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtable load, in the billing period shall be the curtable demand on which the monthly credit is based. The difference in contracted curtable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.	
In those months in which Company does not request load curtailment, Customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtable demand, b) above.	

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Curtable Service Rider CSR3 is proposed to be consolidated with the current Curtable Service Riders CSR1 and CSR2 into a single Curtable Service Rider CSR.

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 52.1

Standard Rate Rider	CSR3	
Curtable Service Rider 3		
RATE		
Customer will receive a credit against the applicable power schedule for curtable kVA, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.		
	Primary	Transmission
Demand Credit of:	\$ 3.20 per kVA	\$ 3.10 per kVA
Non-Compliance Charge of:	\$16.00 per kVA	\$16.00 per kVA
Failure of Customer to curtail when requested to do so may result in termination of service under this rider.		
TERM OF CONTRACT		
The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.		
TERMS AND CONDITIONS		
Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.		

Curtable Service Rider CSR3 is proposed to be consolidated with the current Curtable Service Riders CSR1 and CSR2 into a single Curtable Service Rider CSR.

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Kentucky Utilities Company

P.S.C. NO. 14, Original Sheet No. 53

Standard Rate Rider	LRI
Load Reduction Incentive Rider	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE This schedule shall be made available as a rider to any customer served on Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.</p>	
<p>RATE Up to \$0.30 per kWh</p>	
<p>TERMS AND CONDITIONS</p> <ol style="list-style-type: none"> 1) Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours. 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis. 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per kWh for Customer to operate Customer's stand-by generation. 4) Customer is obligated to operate Customer's stand-by generation should Customer accept Company's offered price. 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system). 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule. 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing. 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system. 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation. 	
<p>TERM OF CONTRACT The minimum term of contract shall be for one (1) year and thereafter until terminated by either party giving at least six (6) months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.</p>	

Date of Issue: February 9, 2009
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 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 53

Standard Rate Rider	LRI
Load Reduction Incentive Rider	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE This schedule shall be made available as a rider to any customer served on Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.</p>	
<p>RATE Up to \$0.30 per kWh</p>	
<p>TERMS AND CONDITIONS</p> <ol style="list-style-type: none"> 1) Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours. 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis. 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per kWh for Customer to operate Customer's stand-by generation. 4) Customer is obligated to operate Customer's stand-by generation should Customer accept Company's offered price. 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system). 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule. 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing. 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system. 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation. 	
<p>TERM OF CONTRACT The minimum term of contract shall be for one (1) year and thereafter until terminated by either party giving at least six (6) months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.</p>	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 55

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
APPLICABLE: In all territory served.	
AVAILABILITY OF SERVICE This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 kW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy. Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under "Parallel Operation". Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.	
RATE A: TIME-DIFFERENTIATED RATE	
1. For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours),	\$0.07690 per kWh
2. For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours),	\$0.03734 per kWh
3. During all other hours (off-peak hours)	\$0.03759 per kWh
Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.	
RATE B: NON-TIME-DIFFERENTIATED RATE	
For all kWh purchased by Company,	\$0.04262 per kWh

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 55

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
APPLICABLE: In all territory served.	
AVAILABILITY OF SERVICE This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 kW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy. Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under "Parallel Operation". Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.	
RATE A: TIME-DIFFERENTIATED RATE	
1. For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours),	\$0.07690 per kWh
2. For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours),	\$0.03734 per kWh
3. During all other hours (off-peak hours)	\$0.03759 per kWh
Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.	
RATE B: NON-TIME-DIFFERENTIATED RATE	
For all kWh purchased by Company,	\$0.04262 per kWh

Date of Issue: January 29, 2010
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 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 55.1

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
SELECTION OF RATE AND METERING	
Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.	
If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").	
If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.	
In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.	
Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.	
PAYMENT	
Any payment due from Company to Seller will be due within twelve (12) days from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.	
PARALLEL OPERATION	
Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:	
<ol style="list-style-type: none"> 1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator 	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 55.1

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
SELECTION OF RATE AND METERING	
Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.	
If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").	
If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.	
In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.	
Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.	
PAYMENT	
Any payment due from Company to Seller will be due within twelve (12) days from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.	
PARALLEL OPERATION	
Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:	
<ol style="list-style-type: none"> 1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator 	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 55.2

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).</p>	
<p>2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.</p>	
<p>3. Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.</p>	
<p>4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.</p>	
<p>5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 55.2

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).</p>	
<p>2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.</p>	
<p>3. Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.</p>	
<p>4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.</p>	
<p>5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.</p>	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 55.3

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.</p> <p>7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.</p> <p>8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.</p> <p>9. Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.</p> <p>10. Company reserves the right to curtail a purchase from Seller when:</p> <ul style="list-style-type: none">(a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or(b) Company has a system emergency and purchases would (or could) contribute to such emergency. <p>Seller will be notified of each curtailment.</p>	
TERMS AND CONDITIONS Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions.	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 55.3

Standard Rate Rider	SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.</p> <p>7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.</p> <p>8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.</p> <p>9. Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.</p> <p>10. Company reserves the right to curtail a purchase from Seller when:</p> <ul style="list-style-type: none">(a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or(b) Company has a system emergency and purchases would (or could) contribute to such emergency. <p>Seller will be notified of each curtailment.</p>	
TERMS AND CONDITIONS Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions.	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 56

Standard Rate Rider	LQF
Large Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>AVAILABILITY In all territory served.</p>	
<p>APPLICABILITY OF SERVICE Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to Company.</p>	
<p>RATES FOR PURCHASES FROM QUALIFYING FACILITIES</p> <p>Energy Component Payments</p> <p>The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to $[AEC \times E_{QF}]$, where E_{QF} is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.</p> <p>Capacity Component Payments</p> <p>The hourly avoided capacity cost (ACC) in \$ per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Company from the inter-utility market (which includes both energy and capacity charges) less Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to $[ACC \times CAP_i]$, where CAP_i is the capacity delivered by the QF, is determined on the basis of the system demand (D_1) and Company's need for capacity in that hour to adequately serve the load.</p> <p>Determination of CAP_i</p> <p>For the following determination of CAP_i, C_{KU} represents Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity; C_{QF} represents the actual capacity provided by a QF, but no more than the contracted capacity; and C_M represents capacity purchased from the inter-utility market.</p> <ol style="list-style-type: none"> System demand is less than or equal to Company's capacity: $D_1 \leq C_{KU}$; $CAP_i = 0$ System demand is greater than Company's capacity but less than or equal to the total of Company's capacity and the capacity provided by a QF: $C_{KU} < D_1 \leq [C_{KU} + C_{QF}]$; $CAP_i = C_M$ 	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 56

Standard Rate Rider	LQF
Large Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>AVAILABILITY In all territory served.</p>	
<p>APPLICABILITY OF SERVICE Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to Company.</p>	
<p>RATES FOR PURCHASES FROM QUALIFYING FACILITIES</p> <p>Energy Component Payments</p> <p>The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to $[AEC \times E_{QF}]$, where E_{QF} is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.</p> <p>Capacity Component Payments</p> <p>The hourly avoided capacity cost (ACC) in \$ per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Company from the inter-utility market (which includes both energy and capacity charges) less Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to $[ACC \times CAP_i]$, where CAP_i is the capacity delivered by the QF, is determined on the basis of the system demand (D_1) and Company's need for capacity in that hour to adequately serve the load.</p> <p>Determination of CAP_i</p> <p>For the following determination of CAP_i, C_{KU} represents Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity; C_{QF} represents the actual capacity provided by a QF, but no more than the contracted capacity; and C_M represents capacity purchased from the inter-utility market.</p> <ol style="list-style-type: none"> System demand is less than or equal to Company's capacity: $D_1 \leq C_{KU}$; $CAP_i = 0$ System demand is greater than Company's capacity but less than or equal to the total of Company's capacity and the capacity provided by a QF: $C_{KU} < D_1 \leq [C_{KU} + C_{QF}]$; $CAP_i = C_M$ 	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 56.1

Standard Rate Rider	LQF
Large Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>3. System demand is greater than the total of Company's capacity and the capacity provided by a QF:</p> $D_i > [C_{Ku} + C_{QF}] ; \quad CAP_i = C_{QF}$	
PAYMENT Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within twelve (12) days of the date the bill is rendered. In lieu of such payment plan, Company will, upon written request, credit the Customer's account for such purchases.	
TERM OF CONTRACT For contracts which cover the purchase of energy only, the term shall be one (1) year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one (1) year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be five (5) years.	
TERMS AND CONDITIONS <ol style="list-style-type: none">1. Qualifying facilities shall be required to pay for any additional interconnection costs, to the extent that such costs are in excess of those that Company would have incurred if the qualifying facility's output had not been purchased.2. A qualifying facility operating in parallel with Company must demonstrate that its equipment is designed, installed, and operated in a manner that insures safe and reliable interconnected operation. A qualifying facility should contact Company for assistance in this regard.3. The purchasing, supplying and billing for service, and all conditions applying hereto, shall be specified in the contract executed by the parties, and are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Terms and Conditions currently in effect, as filed with the Commission.	

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P.S.C. No. 15, Original Sheet No. 56.1

Standard Rate Rider	LQF
Large Capacity Cogeneration and Small Power Production Qualifying Facilities	
<p>3. System demand is greater than the total of Company's capacity and the capacity provided by a QF:</p> $D_i > [C_{Ku} + C_{QF}] ; \quad CAP_i = C_{QF}$	
PAYMENT Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within twelve (12) days of the date the bill is rendered. In lieu of such payment plan, Company will, upon written request, credit the Customer's account for such purchases.	
TERM OF CONTRACT For contracts which cover the purchase of energy only, the term shall be one (1) year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one (1) year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be five (5) years.	
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Kentucky Utilities Company

P.S.C. No. 14, First Revision of Original Sheet No. 57
 Canceling P.S.C. No. 14, Original Sheet No. 57

Standard Rate Rider	NMS Net Metering Service
<p>APPLICABLE In all territory served.</p> <p>AVAILABILITY OF SERVICE Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. This Standard Rate Rider is intended to comply with all provisions of the Interconnection and Net Metering Guidelines approved by the Public Service Commission of Kentucky, which can be found on-line at www.psc.ky.gov as Appendix A to the January 8, 2009 Order in Administrative Case No. 2008-00169.</p> <p>METERING AND BILLING Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.</p> <p>If electricity generated by Customer and fed back to Company's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a credit for the net delivery on Customer's bill for the succeeding billing periods. Any such unused excess credits will be carried forward and drawn on by Customer as needed. Unused excess credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.</p> <p>NET METERING SERVICE INTERCONNECTION GUIDELINES <u>General</u> – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:</p> <ol style="list-style-type: none"> Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment. Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and 	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57

Standard Rate Rider	NMS Net Metering Service
<p>APPLICABLE In all territory served.</p> <p>AVAILABILITY OF SERVICE Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. This Standard Rate Rider is intended to comply with all provisions of the Interconnection and Net Metering Guidelines approved by the Public Service Commission of Kentucky, which can be found on-line at www.psc.ky.gov as Appendix A to the January 8, 2009 Order in Administrative Case No. 2008-00169.</p> <p>METERING AND BILLING Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.</p> <p>If electricity generated by Customer and fed back to Company's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a credit for the net delivery on Customer's bill for the succeeding billing periods. Any such unused excess credits will be carried forward and drawn on by Customer as needed. Unused excess credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.</p> <p>NET METERING SERVICE INTERCONNECTION GUIDELINES <u>General</u> – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:</p> <ol style="list-style-type: none"> Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment. Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and 	

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Kentucky Utilities Company

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 Cancelling P.S.C. No. 14, Original Sheet No. 57.1

Standard Rate Rider	NMS Net Metering Service
NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)	
<p>operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.</p> <p>6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence or willful misconduct of Company.</p> <p><u>Level 1</u> – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:</p> <ol style="list-style-type: none"> 1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices. 2. The aggregated net metering generation on a shared single-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer. 3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer. 4. A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line. 5. A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line. 6. A net metering generator will not be connected to an area or spot network. 7. There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems" 8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator. <p>Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.</p> <p><u>Level 2</u> – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741, or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at www.eon-us.com and upon request.</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57.1

Standard Rate Rider	NMS Net Metering Service
NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)	
<p>operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.</p> <p>6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence or willful misconduct of Company.</p> <p><u>Level 1</u> – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:</p> <ol style="list-style-type: none"> 1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices. 2. The aggregated net metering generation on a shared single-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer. 3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer. 4. A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line. 5. A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line. 6. A net metering generator will not be connected to an area or spot network. 7. There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems" 8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator. <p>Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.</p> <p><u>Level 2</u> – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741, or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at www.eon-us.com and upon request.</p>	

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P.S.C. No. 14, First Revision of Original Sheet No. 57.2
Cancelling P.S.C. No. 14, Original Sheet No. 57.2

Standard Rate Rider	NMS
Net Metering Service	
NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)	
<p>Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.</p>	
<p>Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that the Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.</p>	
<p>Additional studies requested by Customer shall be at Customer's expense.</p>	
CONDITIONS OF INTERCONNECTION	
<p>Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:</p>	
<ol style="list-style-type: none">1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.2. Customer shall represent and warrant compliance of the net metering generator with:<ol style="list-style-type: none">a) any applicable safety and power standards established by IEEE and accredited testing laboratories;b) NEC, as may be revised from time-to-time;c) Company's rules and regulations and Terms and Conditions, as may be revised by time-to-time by the Public Service Commission of Kentucky;d) the rules and regulations of the Public Service Commission of Kentucky, as may be revised by time-to-time by the Public Service Commission of Kentucky;e) all other local, state, and federal codes and laws, as may be in effect from time-to-time.3. Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Company shall be responsible for repair of damage caused to the net metering	

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Standard Rate Rider	NMS
Net Metering Service	
NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)	
<p>Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.</p>	
<p>Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that the Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.</p>	
<p>Additional studies requested by Customer shall be at Customer's expense.</p>	
CONDITIONS OF INTERCONNECTION	
<p>Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:</p>	
<ol style="list-style-type: none">1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.2. Customer shall represent and warrant compliance of the net metering generator with:<ol style="list-style-type: none">a) any applicable safety and power standards established by IEEE and accredited testing laboratories;b) NEC, as may be revised from time-to-time;c) *Company's rules and regulations and Terms and Conditions, as may be revised by time-to-time by the Public Service Commission of Kentucky;d) the rules and regulations of the Public Service Commission of Kentucky, as may be revised by time-to-time by the Public Service Commission of Kentucky;e) all other local, state, and federal codes and laws, as may be in effect from time-to-time.3. Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Company shall be responsible for repair of damage caused to the net metering	

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 Cancelling P.S.C. No. 14, Original Sheet No. 57.3

Standard Rate Rider	NMS Net Metering Service
<p>CONDITIONS OF INTERCONNECTION (continued)</p> <p>generator resulting solely from the negligence or willful misconduct on the part of the Company.</p> <p>6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rate schedule.</p> <p>7. Where required by the Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational. The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.</p> <p>8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if Company believes that:</p> <ul style="list-style-type: none"> a) continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system; b) the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or c) the net metering generator interferes with the operation of Company's electric system. <p>In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.</p> <p>9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.</p> <p>10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating</p>	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57.3

Standard Rate Rider	NMS Net Metering Service
<p>CONDITIONS OF INTERCONNECTION (continued)</p> <p>generator resulting solely from the negligence or willful misconduct on the part of the Company.</p> <p>6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rate schedule.</p> <p>7. Where required by the Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational. The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.</p> <p>8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if Company believes that:</p> <ul style="list-style-type: none"> a) continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system; b) the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or c) the net metering generator interferes with the operation of Company's electric system. <p>In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.</p> <p>9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.</p> <p>10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating</p>	

Date of Issue: January 29, 2010
 Date Effective: August 17, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 57.4

Standard Rate Rider	NMS Net Metering Service
CONDITIONS OF INTERCONNECTION (continued)	
Customer's net metering generator or any related equipment or any facilities owned by Company except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors.	
The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.	
11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.	
12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.	
13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.	
14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.	
DEFINITIONS	
"Billing period" shall be the time period between the dates on which Company issues the customer's bills.	
"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.	
TERMS AND CONDITIONS	
Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.	

Date of Issue: August 26, 2009
Date Effective: August 17, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57.4

Standard Rate Rider	NMS Net Metering Service
CONDITIONS OF INTERCONNECTION (continued)	
Customer's net metering generator or any related equipment or any facilities owned by Company except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors.	
The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.	
11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.	
12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.	
13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.	
14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.	
DEFINITIONS	
"Billing period" shall be the time period between the dates on which Company issues the customer's bills.	
"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.	
TERMS AND CONDITIONS	
Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.	

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Date Effective: August 17, 2009
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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 57.5

Standard Rate Rider	NMS
Net Metering Service	
LEVEL 1	
<u>Application for Interconnection and Net Metering</u> <i>Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.</i>	
Submit this Application to: Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232	
If you have questions regarding this Application or its status, contact KU at: 502-627-2202 or customer.commitment@eon-us.com	
Customer Name: _____	Account Number: _____
Customer Address: _____	
Customer Phone No.: _____	Customer E-mail Address: _____
Project Contact Person: _____	
Phone No.: _____	E-mail Address (Optional): _____
Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities: _____ _____	
Energy Source: <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydro <input type="checkbox"/> Biogas <input type="checkbox"/> Biomass	
Inverter Manufacturer and Model #: _____	
Inverter Power Rating: _____ Inverter Voltage Rating: _____	
Power Rating of Energy Source (i.e., solar panels, wind turbine): _____	
Is Battery Storage Used: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Battery Power Rating: _____	
Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.	
Attach site drawing or sketch showing location of Utility's meter, energy source, (optional: <i>Utility accessible disconnect switch</i>) and inverter.	
Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.	
Expected Start-up Date: _____	

Date of Issue: August 26, 2009
Date Effective: August 17, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2008-00169 dated August 17, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57.5

Standard Rate Rider	NMS
Net Metering Service	
LEVEL 1	
<u>Application for Interconnection and Net Metering</u> <i>Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.</i>	
Submit this Application to: Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232	
If you have questions regarding this Application or its status, contact KU at: 502-627-2202 or customer.commitment@eon-us.com	
Customer Name: _____	Account Number: _____
Customer Address: _____	
Customer Phone No.: _____	Customer E-mail Address: _____
Project Contact Person: _____	
Phone No.: _____	E-mail Address (Optional): _____
Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities: _____ _____	
Energy Source: <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydro <input type="checkbox"/> Biogas <input type="checkbox"/> Biomass	
Inverter Manufacturer and Model #: _____	
Inverter Power Rating: _____ Inverter Voltage Rating: _____	
Power Rating of Energy Source (i.e., solar panels, wind turbine): _____	
Is Battery Storage Used: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Battery Power Rating: _____	
Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.	
Attach site drawing or sketch showing location of Utility's meter, energy source, (optional: <i>Utility accessible disconnect switch</i>) and inverter.	
Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.	
Expected Start-up Date: _____	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 57.6

Standard Rate Rider	NMS
Net Metering Service	
LEVEL 2	
<p>Application for Interconnection and Net Metering <i>Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.</i></p>	
<p>Submit this Application, along with an application fee of \$100, to: Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232</p>	
<p>If you have questions regarding this Application or its status, contact KU at: 502-627-2202 or customer.commitment@eon-us.com</p>	
<p>Customer Name: _____ Account Number: _____ Customer Address: _____ Project Contact Person: _____ Phone No.: _____ E-mail Address (Optional): _____</p>	
<p>Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities: _____ _____ _____</p>	
<p>Total Generating Capacity of Generating Facility: _____</p>	
<p>Type of Generator: <input type="checkbox"/> Inverter-Based <input type="checkbox"/> Synchronous <input type="checkbox"/> Induction</p>	
<p>Power Source: <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydro <input type="checkbox"/> Biogas <input type="checkbox"/> Biomass</p>	
<p>Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:</p>	
<ol style="list-style-type: none"> 1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections. 2. Control drawings for relays and breakers. 3. Site Plans showing the physical location of major equipment. 4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance. 5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection. 6. A description of how the generator system will be operated including all modes of operation. 7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741. 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, Xd, & Xd). 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current. 	
<p>Customer Signature: _____ Date: _____</p>	

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 Date Effective: August 17, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2008-00169 dated August 17, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 57.6

Standard Rate Rider	NMS
Net Metering Service	
LEVEL 2	
<p>Application for Interconnection and Net Metering <i>Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.</i></p>	
<p>Submit this Application, along with an application fee of \$100, to: Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232</p>	
<p>If you have questions regarding this Application or its status, contact KU at: 502-627-2202 or customer.commitment@eon-us.com</p>	
<p>Customer Name: _____ Account Number: _____ Customer Address: _____ Project Contact Person: _____ Phone No.: _____ E-mail Address (Optional): _____</p>	
<p>Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities: _____ _____ _____</p>	
<p>Total Generating Capacity of Generating Facility: _____</p>	
<p>Type of Generator: <input type="checkbox"/> Inverter-Based <input type="checkbox"/> Synchronous <input type="checkbox"/> Induction</p>	
<p>Power Source: <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydro <input type="checkbox"/> Biogas <input type="checkbox"/> Biomass</p>	
<p>Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:</p>	
<ol style="list-style-type: none"> 1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections. 2. Control drawings for relays and breakers. 3. Site Plans showing the physical location of major equipment. 4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance. 5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection. 6. A description of how the generator system will be operated including all modes of operation. 7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741. 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, Xd, & Xd). 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current. 	
<p>Customer Signature: _____ Date: _____</p>	

Date of Issue: January 29, 2010
 Date Effective: August 17, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 60

Standard Rate Rider	EF Excess Facilities	
APPLICABILITY In all territory served.		
AVAILABILITY OF SERVICE This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.		
DEFINITION OF EXCESS FACILITIES Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.		
LEASED FACILITIES CHARGE The customer shall pay for excess facilities through a contribution in aid of construction, which may take the form of a one-time payment or a Carrying Cost Charge based on the original installed cost of the facilities. Company shall provide normal operation and maintenance of the leased facilities. Should the leased facilities suffer catastrophic failure, customer must provide for replacement or, at customer's option, terminate the agreement.		
<u>Monthly Rates</u>		
	<u>Carrying Cost</u>	<u>Operating Expenses</u>
For Distribution Facilities	0.93%	0.56%
The percentage rates are applied to the installed cost of the excess facilities		
PAYMENT The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.		
TERM OF CONTRACT The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.		

Date of Issue: February 9, 2009
 Date Effective: April 17, 1999 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 60

Standard Rate Rider	EF Excess Facilities	
APPLICABILITY In all territory served.		
AVAILABILITY OF SERVICE This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.		
DEFINITION OF EXCESS FACILITIES Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.		
EXCESS FACILITIES CHARGE Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. Customer shall pay for excess facilities by either (i) making a monthly excess facilities charge payment covering the cost of the leased facilities or (ii) making a one-time contribution-in-aid-of-construction (CIAC) payment and a monthly excess facilities charge associated with the operating expenses and expected replacement costs of the facilities. For leased facilities, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:		
(i) Monthly Charge for Leased Facilities	1.61%	T/I
For facilities supported by a CIAC Payment, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:		
(ii) Monthly Charge for Facilities Supported by a one-time CIAC payment	0.75%	T T T T/I
PAYMENT The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.		
TERM OF CONTRACT The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.		

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 61

Standard Rate Rider	RC
Redundant Capacity	
APPLICABLE	
This rate is applicable to customers served under Company's rate schedules which include a demand charge or a special contract including a demand charge.	
AVAILABILITY	
Available to customers requesting the reservation of capacity on Company's facilities which are shared by other customers when Company has and is willing to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to the Customer's facility in the event that an emergency or unusual occurrence renders the Customer's principal delivery unavailable for providing service.	
RATE:	
<u>Capacity Reservation Charge</u>	
Secondary Distribution	\$0.80 per kW per Month
Primary Distribution	\$0.63 per kW per Month
Applicable to the greater of:	
(1) the highest average load in kilowatts recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period;	
(2) 50% of the maximum demand similarly determined for any of the eleven (11) preceding months; or	
(3) the contracted capacity reservation.	
TERM OF CONTRACT	
The minimum contract term shall be five (5) years and shall be renewed for one-year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.	

Date of Issue: February 9, 2009
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 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 61

Standard Rate Rider	RC
Redundant Capacity	
APPLICABLE	
This rate is applicable to customers served under Company's rate schedules which include a demand charge or a special contract including a demand charge.	
AVAILABILITY	
Available to customers requesting the reservation of capacity on Company's facilities which are shared by other customers when Company has and is willing to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to the Customer's facility in the event that an emergency or unusual occurrence renders the Customer's principal delivery unavailable for providing service.	
RATE:	
<u>Capacity Reservation Charge</u>	
Secondary Distribution	\$0.89 per kW per month
Primary Distribution	\$0.70 per kW per month
Applicable to the greater of:	
(1) the highest average load in kilowatts recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period;	
(2) 50% of the maximum demand similarly determined for any of the eleven (11) preceding months; or	
(3) the contracted capacity reservation.	
TERM OF CONTRACT	
The minimum contract term shall be five (5) years and shall be renewed for one-year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14 , Original Sheet No. 62

Standard Rate Rider	SS		
Supplemental or Standby Service			
APPLICABLE In all territory served.			
AVAILABILITY OF SERVICE This service is available as a rider to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.			
RATE			
Contract Demand per kVA per Month	Secondary \$ 6.15	Primary \$ 5.80	Transmission \$ 5.63
CONTRACT DEMAND Contract Demand is defined as the number of kilowatts mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.			
MINIMUM CHARGE Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, the minimum billing under that rate schedule shall in no case be less than an amount calculated at the appropriate rate above applied to the Contract Demand.			
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from date of bill.			
SPECIAL TERMS AND CONDITIONS			
1) In order to protect its equipment from overload damage, Company may require customer to install at his own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event customer's demand materially exceeds that for which the customer contracted.			
2) In the event customer's use of service is intermittent or subject to violent fluctuations, Company will require customer to install and maintain at his own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.			

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 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15 , Original Sheet No. 62

Standard Rate Rider	SS		
Supplemental or Standby Service			
APPLICABLE In all territory served.			
AVAILABILITY OF SERVICE This service is available as a rider to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.			
RATE			
Contract Demand per kVA per Month	Secondary \$ 8.57	Primary \$ 7.49	Transmission \$ 6.32
CONTRACT DEMAND Contract Demand is defined as the number of kilowatts mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.			
MINIMUM CHARGE Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, the minimum billing under that rate schedule shall in no case be less than an amount calculated at the appropriate rate above applied to the Contract Demand.			
DUE DATE OF BILL Customer's payment will be due within twelve (12) days from the date of the bill.			
SPECIAL TERMS AND CONDITIONS			
1) In order to protect its equipment from overload damage, Company may require customer to install at Customer's own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event customer's demand materially exceeds that for which the customer contracted.			
2) In the event customer's use of service is intermittent or subject to violent fluctuations, Company will require customer to install and maintain at Customer's own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.			

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 62.1

Standard Rate Rider	SS
Supplemental or Standby Service	
SPECIAL TERMS AND CONDITIONS (continued)	
3) Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.	
TERM OF CONTRACT	
The minimum contract period shall be one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.	
TERMS AND CONDITIONS	
Service will be furnished under Company's Terms and Conditions except as provided herein.	

Date of Issue: February 9, 2009
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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 62.1

Standard Rate Rider	SS
Supplemental or Standby Service	
SPECIAL TERMS AND CONDITIONS (continued)	
3) Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.	
TERM OF CONTRACT	
The minimum contract period shall be one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.	
TERMS AND CONDITIONS	
Service will be furnished under Company's Terms and Conditions except as provided herein.	

Date of Issue: January 29, 2010
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 65

Standard Rate Rider	IFL
Rider for Intermittent and Fluctuating Loads	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities. Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.	
RATE 1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider. 2. Plus the charges provided for under the rate schedule applicable, including any customer charge if applicable, energy charge, maximum load charge (if load charge rate is used), fuel clause and the minimum under such rate adjusted in accordance with (a) or (b) herein. (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes. (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.	
MINIMUM CHARGE As determined by this Rider and the Rate Schedule to which it is attached.	

Date of Issue: February 9, 2009
 Date Effective: April 17, 1999 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 65

Standard Rate Rider	IL
Rider for Intermittent Loads	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities. Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.	
RATE 1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider. 2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein. (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes. (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.	
MINIMUM CHARGE As determined by this Rider and the Rate Schedule to which it is attached.	

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 66

Standard Rate Rider	TS
Temporary and/or Seasonal Electric Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This rider is available at the option of Customer where Customer's business is of such nature to require: <ol style="list-style-type: none">only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; orwhere Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide. <p>This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes.</p>	
CONDITIONS Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefor the following conditions and agreements: <ol style="list-style-type: none">Customer to pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased.Customer to pay regular rate of the electric rate schedule applicable.Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the Carrying Cost Charge specified on the Excess Facilities Rider, Rate Sheet No. 60.	

Date of Issue: February 9, 2009
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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 66

Standard Rate Rider	TS
Temporary and/or Seasonal Electric Service	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This rider is available at the option of Customer where Customer's business is of such nature to require: <ol style="list-style-type: none">only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; orwhere Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide. <p>This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes.</p>	
CONDITIONS Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefor the following conditions and agreements: <ol style="list-style-type: none">Customer shall pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased.Customer shall pay regular rate of the applicable electric rate schedule.Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the Carrying Cost Charge specified on the Excess Facilities Rider, Rate Sheet No. 60.	

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 67

Standard Rate Rider	
Kilowatt-Hours Consumed By Street Lighting Units	
APPLICABLE Determination of energy set out below applies to the Company's non-metered lighting rate schedules.	
DETERMINATION OF ENERGY CONSUMPTION The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.	
<u>HOURS USE TABLE</u>	
<u>Month</u>	<u>Hours Light is In Use</u>
JAN	407
FEB	344
MAR	347
APR	301
MAY	281
JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415
TOTAL FOR YEAR	4,000 HRS.

Date of Issue: February 9, 2009
 Date Effective: March 1, 2000 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 67

Standard Rate Rider	
Kilowatt-Hours Consumed By Street Lighting Units	
APPLICABLE Determination of energy set out below applies to the Company's non-metered lighting rate schedules.	
DETERMINATION OF ENERGY CONSUMPTION The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.	
<u>HOURS USE TABLE</u>	
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JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415
TOTAL FOR YEAR	4,000 HRS.

Date of Issue: January 29, 2010
 Date Effective: March 1, 2000
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 70

Standard Rate Rider	SGE
Small Green Energy Rider	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE Service under this rider is available to customers receiving service under Company's standard RS or GS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.</p>	
<p>DEFINITIONS</p> <p>a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.</p> <p>b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.</p>	
<p>RATE \$5.00 per 300 kWh block per month</p>	
<p>TERMS AND CONDITIONS</p> <p>a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.</p> <p>b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any Customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.</p> <p>c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.</p> <p>d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.</p>	

Date of Issue: February 9, 2009
 Date Effective: May 31, 2007 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2007-00067 dated May 31, 2007

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 70

Standard Rate Rider	SGE
Small Green Energy Rider	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE Service under this rider is available to customers receiving service under Company's standard RS or GS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.</p>	
<p>DEFINITIONS</p> <p>a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.</p> <p>b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.</p>	
<p>RATE \$5.00 per 300 kWh block per month</p>	
<p>TERMS AND CONDITIONS</p> <p>a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.</p> <p>b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any Customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.</p> <p>c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.</p> <p>d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.</p>	

Date of Issue: January 29, 2010
 Date Effective: May 31, 2007
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 70.1

Standard Rate Rider	LGE
Large Green Energy Rider	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE Service under this rider is available to customers receiving service under Company's standard PS, TOD, RTS, or IS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.</p>	
<p>DEFINITIONS</p> <p>a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.</p> <p>b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.</p>	
<p>RATE \$13.00 per 1,000 kWh block per month</p>	
<p>TERMS AND CONDITIONS</p> <p>a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by entering into a written one-year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. Funds provided by Customer to Company are not refundable.</p> <p>b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.</p> <p>c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.</p> <p>d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.</p>	

Date of Issue: February 9, 2009
 Date Effective: May 31, 2007 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case No. 2007-00067 dated May 31, 2007

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 70.1

Standard Rate Rider	LGE
Large Green Energy Rider	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE Service under this rider is available to customers receiving service under Company's standard PS, TOD, RTS, or IS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.</p>	
<p>DEFINITIONS</p> <p>a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.</p> <p>b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.</p>	
<p>RATE \$13.00 per 1,000 kWh block per month</p>	
<p>TERMS AND CONDITIONS</p> <p>a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by entering into a written one-year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. Funds provided by Customer to Company are not refundable.</p> <p>b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.</p> <p>c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.</p> <p>d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.</p>	

Date of Issue: January 29, 2010
 Date Effective: May 31, 2007
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 71

Standard Rate Rider	BDR
Brownfield Development Rider	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Service under this rider is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions: a) The minimum monthly billing load must be 500 kW or greater. b) The service must be from existing facilities. c) The service location must have been idle for a minimum of two years; and d) The service location must have been submitted to, approved by, and added to the State of Kentucky's inventory of "brownfield" sites.	
RATE Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except: a) for the twelve consecutive monthly billings of the first contract year, the demand charge shall be reduced by 50%, b) for the twelve consecutive monthly billings of the second contract year, the demand charge shall be reduced by 40%, c) for the twelve consecutive monthly billings of the third contract year, the demand charge shall be reduced by 30%, d) for the twelve consecutive monthly billings of the fourth contract year, the demand charge shall be reduced by 20%, e) for the twelve consecutive monthly billings of the fifth contract year, the demand charge shall be reduced by 10%, and f) all subsequent billing shall be at the full charges stated in the applicable rate schedule.	
TERMS AND CONDITIONS Company may offer differing terms as it deems them appropriate under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer and subject to approval by the Public Service Commission of Kentucky.	
TERM OF CONTRACT Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) years and for such time thereafter under the terms stated in the standard rate schedule. A greater Term of Contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this Rider is attached after the original Term of Contract.	

Date of Issue: February 9, 2009
Date Effective: March 7, 2008 Refiled: February 9, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00192 dated March 7, 2008

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 71

Standard Rate Rider	BDR
Brownfield Development Rider	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Service under this rider is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions: a) The minimum monthly billing load must be 500 kW or greater. b) The service must be from existing facilities. c) The service location must have been idle for a minimum of two years; and d) The service location must have been submitted to, approved by, and added to the Commonwealth of Kentucky's inventory of "brownfield" sites.	
RATE Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except: a) for the twelve consecutive monthly billings of the first contract year, the demand charge shall be reduced by 50%, b) for the twelve consecutive monthly billings of the second contract year, the demand charge shall be reduced by 40%, c) for the twelve consecutive monthly billings of the third contract year, the demand charge shall be reduced by 30%, d) for the twelve consecutive monthly billings of the fourth contract year, the demand charge shall be reduced by 20%, e) for the twelve consecutive monthly billings of the fifth contract year, the demand charge shall be reduced by 10%, and f) all subsequent billing shall be at the full charges stated in the applicable rate schedule.	
TERMS AND CONDITIONS Company may offer differing terms as it deems them appropriate under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer and subject to approval by the Public Service Commission of Kentucky.	
TERM OF CONTRACT Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) years and for such time thereafter under the terms stated in the standard rate schedule. A greater Term of Contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this Rider is attached after the original Term of Contract.	

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 78

ELECTRIC RIDER	RTP
Real-Time Pricing Rider	
APPLICABLE	
In all territory served by the Company.	
AVAILABILITY OF SERVICE	
RTP shall be offered as an optional three (3) year pilot program and is available as a rider to the Company's LTOD, or IS rate schedules for customers having received service under those schedules for a minimum of one (1) year. Service will be provided under RTP following its approval and shall remain in effect until modified or terminated by order of the Commission.	
<ul style="list-style-type: none"> a) No customers will be accepted on RTP following the end of the second year of the pilot program. A customer exiting the pilot program or disconnected for non-pay will not be allowed to return to it until the Commission has issued a decision on the pilot program report. b) The Company will file a report on RTP with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations. c) Service under RTP may not be taken in conjunction with any other load reduction riders such as but not limited to CSR, LRI, or NMS. 	
BILLING	
Customers participating in the RTP Pilot will be billed monthly based on the following calculation:	
$\text{RTP Bill} = \text{SB} + \text{PC} + \sum_{t=1}^n \{ \text{Price}_t \times (\text{AL}_t - \text{CBL}_t) \}$	
Where:	
RTP Bill	= Customer's bill for service under this tariff in a specific month.
SB	= Customer's bill for the current billing period based on current usage and billed under the appropriate standard rate schedule.
PC	= Customer specific program charge.
$\sum_{t=1}^n$	= Sum of all hours of the billing period from t=1 to n.
Price _t	= Real-time day-ahead marginal generation supply cost for hour t.
AL _t	= Customer's actual kVA load for hour t.
CBL _t	= Customer's baseline kVA load for hour t.
HOURLY PRICING	
Hourly prices (Price _t) are determined each day based on projections of the marginal generation supply cost for the next day and adjusted for losses to the customer's delivery voltage. Hourly prices will be provided on a day-ahead basis to Customer. The Company may revise these prices the day before they become effective. Prices become binding at 4:00 p.m. of the preceding day. Service under RTP will require customer enter into a confidentiality agreement with the Company to protect the day ahead hourly prices.	

Date of Issue: February 9, 2009
 Date Effective: December 1, 2008 Refiled: February 9, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00161 dated February 1, 2008

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 78

Standard Rate Rider	RTP
Real-Time Pricing Rider	
APPLICABLE	
In all territory served by the Company.	
AVAILABILITY OF SERVICE	
RTP shall be offered as an optional three (3) year pilot program and is available as a rider to the Company's P.S.C. No. 13, LTOD, or IS rate schedules for customers having received service under those schedules for a minimum of one (1) year as of December 1, 2008. Service will be provided under RTP following its approval and shall remain in effect until modified or terminated by order of the Commission.	
<ul style="list-style-type: none"> a) No customers will be accepted on RTP following the end of the second year of the pilot program. A customer exiting the pilot program or disconnected for non-pay will not be allowed to return to it until the Commission has issued a decision on the pilot program report. b) The Company will file a report on RTP with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations. c) Service under RTP may not be taken in conjunction with any other load reduction riders such as but not limited to CSR, LRI, or NMS. 	
BILLING	
Customers participating in the RTP Pilot will be billed monthly based on the following calculation:	
$\text{RTP Bill} = \text{SB} + \text{PC} + \sum_{t=1}^n \{ \text{Price}_t \times (\text{AL}_t - \text{CBL}_t) \}$	
Where:	
RTP Bill	= Customer's bill for service under this tariff in a specific month.
SB	= Customer's bill for the current billing period based on current usage and billed under the appropriate standard rate schedule.
PC	= Customer specific program charge.
$\sum_{t=1}^n$	= Sum of all hours of the billing period from t=1 to n.
Price _t	= Real-time day-ahead marginal generation supply cost for hour t.
AL _t	= Customer's actual kVA load for hour t.
CBL _t	= Customer's baseline kVA load for hour t.
HOURLY PRICING	
Hourly prices (Price _t) are determined each day based on projections of the marginal generation supply cost for the next day and adjusted for losses to the customer's delivery voltage. Hourly prices will be provided on a day-ahead basis to Customer. The Company may revise these prices the day before they become effective. Prices become binding at 4:00 p.m. of the preceding day. Service under RTP will require customer enter into a confidentiality agreement with the Company to protect the day ahead hourly prices.	

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 Date Effective: March 1, 2010
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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 78.1

ELECTRIC RIDER	RTP
Real-Time Pricing Rider	
 CUSTOMER BASELINE LOAD (CBL) The CBL is based on one complete calendar year of hourly firm kVA load data developed from actual historical metered interval data for the Customer's specific service delivery and mutually agreed to by Customer and Company. The CBL is determined by: <ol style="list-style-type: none">1. selecting the historical calendar period that corresponds to the current billing period,2. shifting the historical calendar period back no more than 4 days or forward until the days of the week agree for the historical calendar period and the current billing period, and3. adjusting on a pro rata basis each hour of the historical calendar period so that the sum of the hourly kVA loads for the historical calendar period matches the sum of the hourly kVA loads for the current billing period.	
PROGRAM CHARGE (PC) A program charge of \$57 per billing period shall be added to the Customer's bill to cover the additional customer specific costs associated with the pilot program.	
MINIMUM CHARGE The minimum charge in the applicable Standard Tariff shall apply plus PC, customer specific program charge.	
TERMS OF CONTRACT For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.	
TERMS AND CONDITIONS Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.	

Date of Issue: February 9, 2009
Date Effective: December 1, 2008 Refiled: February 9, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00161 dated February 1, 2008

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 78.1

Standard Rate Rider	RTP
Real-Time Pricing Rider	
 CUSTOMER BASELINE LOAD (CBL) The CBL is based on one complete calendar year of hourly firm kVA load data developed from actual historical metered interval data for the Customer's specific service delivery and mutually agreed to by Customer and Company. The CBL is determined by: <ol style="list-style-type: none">1. selecting the historical calendar period that corresponds to the current billing period,2. shifting the historical calendar period back no more than 4 days or forward until the days of the week agree for the historical calendar period and the current billing period, and3. adjusting on a pro rata basis each hour of the historical calendar period so that the sum of the hourly kVA loads for the historical calendar period matches the sum of the hourly kVA loads for the current billing period.	
PROGRAM CHARGE (PC) A program charge of \$57 per billing period shall be added to the Customer's bill to cover the additional customer specific costs associated with the pilot program.	
MINIMUM CHARGE The minimum charge in the applicable Standard Tariff shall apply plus PC, customer specific program charge.	
TERMS OF CONTRACT For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.	
TERMS AND CONDITIONS Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 79

Proposed Low Emission Vehicle Service
Rate LEV is not currently available.

Standard Rate	LEV
Low Emission Vehicle Service	
APPLICABLE	
In the territory served.	
AVAILABILITY OF SERVICE	
LEV shall be available as option to customers otherwise served under rate schedule RS to encourage off-peak power for low emission vehicles.	
<ol style="list-style-type: none"> 1) LEV is a three year pilot program that may be restricted to a maximum of one hundred (100) customers eligible for Rate RS in any year and shall remain in effect until modified or terminated by order of the Commission. Company will accept applications on a first-come-first-served basis. 2) This service is restricted to customers who demonstrate power delivered to premises is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include: <ol style="list-style-type: none"> a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises, b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises. 3) A customer exiting the pilot program or disconnected for non-payment may not be allowed to return to it until the Commission has issued a decision on the pilot program report. 4) Company will file a report on LEV with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations. 	
RATE	
Basic Service Charge:	\$15.00 per month
Plus an Energy Charge:	
Off Peak Hours:	\$ 0.04556 per kWh
Intermediate Hours:	\$ 0.06583 per kWh
Peak Hours:	\$ 0.12672 per kWh
ADJUSTMENT CLAUSES	
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:	
Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 79.1

Proposed Low Emission Vehicle Service
Rate LEV is not currently available.

Standard Rate	LEV		
Low Emission Vehicle Service			
DETERMINATION OF PRICING PERIODS			
Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:			
<u>Summer months of May through September</u>			
	<u>Off-Peak</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	10 PM - 10 AM	10 AM - 1 PM 7 PM - 10 PM	1 PM - 7 PM
Weekends	All Hours		
<u>All other month of October continuously through April</u>			
	<u>Off Peak</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	10 PM - 6 AM	12 Noon - 10 PM	6 AM - 12 Noon
Weekends	All Hours		
MINIMUM CHARGE			
The Basic Service Charge shall be the minimum charge.			
DUE DATE OF BILL			
Customer's payment will be due within twelve (12) days from the date of the bill.			
LATE PAYMENT CHARGE			
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.			
TERMS OF CONTRACT			
For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.			
TERMS AND CONDITIONS			
Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional pilot program will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.			

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 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 85

Adjustment Clause	FAC
Fuel Adjustment Clause	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule is mandatory to all electric rate schedules.	
(1) The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:	
$\text{Adjustment Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$	
where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below.	
(2) Fuel costs (F) shall be the most recent actual monthly cost of:	
(a) Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation; plus	
(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages; plus	
(c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less	
(d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.	
(e) All fuel costs shall be based on weighted average inventory costing.	
(3) Forced outages are all non-schedules losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.	

Date of Issue: February 9, 2009
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 85

Adjustment Clause	FAC
Fuel Adjustment Clause	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule is mandatory to all electric rate schedules.	
(1) The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:	
$\text{Adjustment Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$	
where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below.	
(2) Fuel costs (F) shall be the most recent actual monthly cost of:	
(a) Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation; plus	
(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages; plus	
(c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less	
(d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.	
(e) All fuel costs shall be based on weighted average inventory costing.	
(3) Forced outages are all non-schedules losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.	

Date of Issue: January 29, 2010
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, First Revision of Original Sheet No. 85.1
Canceling P.S.C. No. 14, Original Sheet No. 85.1

Adjustment Clause	FAC
Fuel Adjustment Clause	
<p>(4) Sales (S) shall be all kWh's sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).</p> <p>(5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.</p> <p>(6) Base (b) period shall be the twelve (12) months ending October 2008 and the base fuel factor is \$0.02754 per kWh.</p> <p>(7) Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.</p> <p>(8) Pursuant to the Public Service Commission's Order in Case No. 2008-00520 dated June 3, 2009, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2009, which begins June 29, 2009.</p>	

Date of Issue: June 10, 2009
Date Effective: With Bills Rendered On and After June 29, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2008-00520 dated June 3, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 85.1

Adjustment Clause	FAC
Fuel Adjustment Clause	
<p>(4) Sales (S) shall be all kWh's sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).</p> <p>(5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.</p> <p>(6) Base (b) period shall be the twelve (12) months ending October 2008 and the base fuel factor is \$0.02754 per kWh.</p> <p>(7) Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.</p> <p>(8) Pursuant to the Public Service Commission's Order in Case No. 2008-00520 dated June 3, 2009, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2009, which begins June 29, 2009.</p>	

Date of Issue: January 29, 2010
Date Effective: With Bills Rendered On and After June 29, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 86

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule is mandatory to Residential Rate RS, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Power Rate PS, and Time-of-Day Rate TOD. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism.	
RATE The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:	
$DSMRC = DCR + DRLS + DSMI + DBA$	
Where:	
DCR = DSM COST RECOVERY The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for such rate class.	
DRLS = DSM REVENUE FROM LOST SALES Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff and will be recovered as follows:	
1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential, Volunteer Fire Department, and General Service customer class is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, VFD, and GS rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules PS and TOD) is defined as the weighted average price per kWh represented by the composite of the	

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 86

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE This schedule is mandatory to Residential Rate RS, Volunteer Fire Department Service Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Rate PS, and Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Low Emission Vehicle Service Rider LEV. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism. For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32, and 33. All other non-residential customers will be defined as "commercial."	
RATE The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:	
$DSMRC = DCR + DRLS + DSMI + DBA$	
Where:	
DCR = DSM COST RECOVERY The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for such rate class.	
DRLS = DSM REVENUE FROM LOST SALES Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff and will be recovered as follows:	
1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential, Volunteer Fire Department, and General Service customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, VFD, GS, AES, and LEV rate schedules	

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P.S.C. No. 14, Original Sheet No. 86.1

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
<p>RATE (continued) expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.</p>	
<p>2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for 36 months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.</p>	
<p>Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.</p>	
<p>A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.</p>	
<p>DSMI = DSM INCENTIVE For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.</p>	
<p>The DSM incentive amount related to programs for Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, Power Rate PS, and Time-of-Day Rate TOD shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.</p>	

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 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 86.1

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
<p>RATE (continued) in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules PS, TODS, and TODP) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.</p>	
<p>2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for 36 months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.</p>	
<p>Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.</p>	
<p>A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.</p>	
<p>DSMI = DSM INCENTIVE For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.</p>	
<p>The DSM incentive amount related to programs for Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Rate PS, Time-of-day Secondary Service Rate TODS, Time-of-Day Primary Rate TODP, and Low Emission Vehicle Service Rider LEV shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.</p>	

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P.S.C. No. 14, Original Sheet No. 86.2

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
<p>DBA = DSM BALANCE ADJUSTMENT</p> <p>The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI and previous application of the DBA and the revenues which should have been billed, as follows:</p> <ol style="list-style-type: none"> 1) For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period. 2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period. 3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period. 4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period. <p>The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the monthly amounts, such interest to be calculated at a rate equal to the average of the "Three-month Commercial Paper Rate" for the immediately preceding twelve-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over- or under-recoveries of DSM amounts were realized.</p> <p>The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.</p> <p>Modifications to other components of the DSMRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:</p> <ol style="list-style-type: none"> 1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies which have been performed, as available. 2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC. <p>Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.</p>	

Date of Issue: February 27, 2009
 Date Effective: March 30, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 86.2

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
<p>DBA = DSM BALANCE ADJUSTMENT</p> <p>The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI and previous application of the DBA and the revenues which should have been billed, as follows:</p> <ol style="list-style-type: none"> 1) For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period. 2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period. 3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period. 4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period. <p>The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the monthly amounts, such interest to be calculated at a rate equal to the average of the "Three-month Commercial Paper Rate" for the immediately preceding twelve-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over- or under-recoveries of DSM amounts were realized.</p> <p>The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.</p> <p>Modifications to other components of the DSMRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:</p> <ol style="list-style-type: none"> 1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies which have been performed, as available. 2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC. <p>Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.</p>	

Date of Issue: January 29, 2010
 Date Effective: February 6, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 86.3
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 86.3

Adjustment Clause	DSM	
Demand-Side Management Cost Recovery Mechanism		
Monthly Adjustment Factors		
<u>Residential Service Rate RS and Volunteer Fire Department Service Rate VFD</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00194	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00059	per kWh
DSM Incentive (DSMI)	\$ 0.00009	per kWh
DSM Balance Adjustment (DBA)	\$(0.00060)	per kWh
Total DSMRC for Rates RS and VFD	\$ 0.00202	per kWh
<u>General Service Rate GS</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00057	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00070	per kWh
DSM Incentive (DSMI)	\$ 0.00003	per kWh
DSM Balance Adjustment (DBA)	\$(0.00056)	per kWh
Total DSMRC for Rate GS	\$ 0.00074	per kWh
<u>Power Service Rate PS and Time-of-Day Service TOD</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00037	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00023	per kWh
DSM Incentive (DSMI)	\$ 0.00002	per kWh
DSM Balance Adjustment (DBA)	\$(0.00018)	per kWh
Total DSMRC for Rates PS and TOD	\$ 0.00044	per kWh
<u>Large Time-of-Day Rate LTOD</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00000	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000	per kWh
DSM Incentive (DSMI)	\$ 0.00000	per kWh
DSM Balance Adjustment (DBA)	\$(0.00000)	per kWh
Total DSMRC for Rate LTOD	\$ 0.00000	per kWh

Date of Issue: November 30, 2009
 Date Effective: December 30, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 86.3

Adjustment Clause	DSM	
Demand-Side Management Cost Recovery Mechanism		
Monthly Adjustment Factors		
<u>Residential Service Rate RS, Volunteer Fire Department Service Rate VFD, and Low Emission Vehicle Service LEV</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00194	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00059	per kWh
DSM Incentive (DSMI)	\$ 0.00009	per kWh
DSM Balance Adjustment (DBA)	\$(0.00060)	per kWh
Total DSMRC for Rates RS, VFD and LEV	\$ 0.00202	per kWh
<u>General Service Rate GS and All Electric School Rate AES</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00057	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00070	per kWh
DSM Incentive (DSMI)	\$ 0.00003	per kWh
DSM Balance Adjustment (DBA)	\$(0.00056)	per kWh
Total DSMRC for Rates GS and AES	\$ 0.00074	per kWh
<u>Commercial Customers Served Under Power Service Rate PS, Time of Day Secondary Service Rate TODS and Time-of-Day Primary Service Rate TODP</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00037	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00023	per kWh
DSM Incentive (DSMI)	\$ 0.00002	per kWh
DSM Balance Adjustment (DBA)	\$(0.00018)	per kWh
Total DSMRC for Rates PS, TODS and TODP	\$ 0.00044	per kWh
<u>Industrial Customers Served Under Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Rate RTS</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00000	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000	per kWh
DSM Incentive (DSMI)	\$ 0.00000	per kWh
DSM Balance Adjustment (DBA)	\$(0.00000)	per kWh
Total DSMRC for Rates TODS, TODP, and RTS	\$ 0.00000	per kWh

Date of Issue: January 29, 2010
 Date Effective: December 30, 2009
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 87
 Canceling P.S.C. No. 14, First Revision of Original Sheet No. 87

Adjustment Clause	ECR
Environmental Cost Recovery Surcharge	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE To electric rate schedules RS, VFD, GS, AES, PS, TOD, LTOD, RTS, IS, ST.LT., P.O.LT., LE, TE, FAC, and DSM.</p>	
<p>RATE The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause and demand-side management cost recovery mechanism, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.</p> $CESF = E(m) / R(m)$ <p style="text-align: center;">CESF = Current Environmental Surcharge Factor</p> <p>E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.</p>	
<p>DEFINITIONS</p> <ol style="list-style-type: none"> 1) For all Plans, $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE - BAS + BR$ <ol style="list-style-type: none"> a) RB is the Total Environmental Compliance Rate Base. b) ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity]. c) DR is the Debt Rate [cost of short-term debt, and long-term debt]. d) TR is the Composite Federal and State Income Tax Rate. e) OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Emission Allowance Expense and O&M expense adjusted for the Average Month Expense already included in existing rates]. Includes operation and maintenance expense recovery authorized by the K.P.S.C. in prior amended ECR Plan proceedings. f) BAS is the total proceeds from by-product and allowance sales. g) BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse. 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor and reduced by current expense month ECR revenue collected through base rates to arrive at the Net Jurisdictional E(m). 3) The revenue R(m) is the average monthly base revenue for the Company for the 12 months ending with the current expense month. Base revenue includes the customer, energy and demand charge for each rate schedule to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule. 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed. 	

Date of Issue: December 30, 2009
 Date Effective: With Service Rendered On and After January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2009-00197 dated December 23, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 87

Adjustment Clause	ECR
Environmental Cost Recovery Surcharge	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE To electric rate schedules RS, VFD, GS, AES, PS, TODS, TODP, RTS, FLS, ST.LT., P.O.LT., LE, TE, LEV, FAC, and DSM.</p>	
<p>RATE The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause and demand-side management cost recovery mechanism, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.</p> $CESF = E(m) / R(m)$ <p style="text-align: center;">CESF = Current Environmental Surcharge Factor</p> <p>E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.</p>	
<p>DEFINITIONS</p> <ol style="list-style-type: none"> 1) For all Plans, $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE - BAS + BR$ <ol style="list-style-type: none"> a) RB is the Total Environmental Compliance Rate Base. b) ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity]. c) DR is the Debt Rate [cost of short-term debt, and long-term debt]. d) TR is the Composite Federal and State Income Tax Rate. e) OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Emission Allowance Expense and O&M expense adjusted for the Average Month Expense already included in existing rates]. Includes operation and maintenance expense recovery authorized by the K.P.S.C. in prior amended ECR Plan proceedings. f) BAS is the total proceeds from by-product and allowance sales. g) BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse. 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor and reduced by current expense month ECR revenue collected through base rates to arrive at the Net Jurisdictional E(m). 3) The revenue R(m) is the average monthly base revenue for the Company for the 12 months ending with the current expense month. Base revenue includes the customer, energy and demand charge for each rate schedule to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule. 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed. 	

Date of Issue: January 29, 2010
 Date Effective: With Bills Rendered On and After January 28, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 90

Adjustment Clause	FF
Franchise Fee Rider	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's base rate schedules.	
DEFINITIONS Base Year - the twelve month period ending November 30. Collection Year - the full calendar year following the Base Year. Base Year Amount - 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and 2) license fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and 3) any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).	
RATE The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.	
BILLING 1) The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes. 2) The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise. 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.	
TERM OF CONTRACT As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.	
TERMS AND CONDITIONS Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to Company approved by and under the direction of the Kentucky Public Service Commission.	

Date of Issue: February 9, 2009
Date Effective: October 16, 2003 Refiled: February 9, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 90

Adjustment Clause	FF
Franchise Fee Rider	
APPLICABLE In all territory served.	
AVAILABILITY OF SERVICE Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's base rate schedules.	
DEFINITIONS Base Year - the twelve month period ending November 30. Collection Year - the full calendar year following the Base Year. Base Year Amount - 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and 2) license fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and 3) any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).	
RATE The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.	
BILLING 1) The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes. 2) The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise. 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.	
TERM OF CONTRACT As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.	
TERMS AND CONDITIONS Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to Company approved by and under the direction of the Kentucky Public Service Commission.	

Date of Issue: January 29, 2010
Date Effective: October 16, 2003
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 91

Adjustment Clause	ST
	School Tax
<p>APPLICABLE In all territory served.</p> <p>AVAILABILITY OF SERVICE This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.</p> <p>RATE The utility gross receipts license tax imposed by the county but not to exceed 3%.</p>	

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 91

Adjustment Clause	ST
	School Tax
<p>APPLICABLE In all territory served.</p> <p>AVAILABILITY OF SERVICE This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.</p> <p>RATE The utility gross receipts license tax authorized under state law.</p>	

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 92

Adjustment Clause	HEA
Home Energy Assistance Program	
APPLICABLE	In all territory served.
AVAILABILITY	To all residential customers.
RATE	\$0.15 per meter per month.
BILLING	The HEA charge shall be shown as a separate item on customer bills.
SERVICE PERIOD	The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 92

Adjustment Clause	HEA
Home Energy Assistance Program	
APPLICABLE	In all territory served.
AVAILABILITY	To all residential customers.
RATE	\$0.15 per meter per month.
BILLING	The HEA charge shall be shown as a separate item on customer bills.
SERVICE PERIOD	The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.

Date of Issue: January 29, 2010
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 95

TERMS AND CONDITIONS Customer Bill of Rights

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
 - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
 - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
 - 3) Accept referral to the Human Resources' Weatherization Program, and
 - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 95

TERMS AND CONDITIONS Customer Bill of Rights

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, provided you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
 - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
 - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
 - 3) Accept referral to the Human Resources' Weatherization Program, and
 - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 96

TERMS AND CONDITIONS	
General	
COMMISSION RULES AND REGULATIONS	All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.
COMPANY TERMS AND CONDITIONS	In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions, which shall constitute a part of all applications and contracts for service.
RATES, TERMS AND CONDITIONS ON FILE	A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.
ASSIGNMENT	No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.
RENEWAL OF CONTRACT	If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.
AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.	No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.
SUPERSEDE PREVIOUS TERMS AND CONDITIONS	These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 96

TERMS AND CONDITIONS	
General	
COMMISSION RULES AND REGULATIONS	All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.
COMPANY TERMS AND CONDITIONS	In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions, which shall constitute a part of all applications and contracts for service.
RATES, TERMS AND CONDITIONS ON FILE	A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.
ASSIGNMENT	No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.
RENEWAL OF CONTRACT	If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.
AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.	No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.
SUPERSEDE PREVIOUS TERMS AND CONDITIONS	These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

Date of Issue: January 29, 2010
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 97

TERMS AND CONDITIONS Customer Responsibilities
<p>APPLICATION FOR SERVICE A written application or contract, properly executed, may be required before Company is obligated to render electric service. Company shall have the right to reject for valid reasons any such application or contract.</p> <p>All applications for service shall be made in the legal name of the party desiring the service.</p> <p>Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.</p> <p>TRANSFER OF APPLICATION Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by Company.</p> <p>OPTIONAL RATES If two or more rate schedules are available for the same class of service, it is Customer's responsibility to determine the options available and to designate the schedule under which he desires to receive service.</p> <p>Company will, at any time, upon request, advise any customer as to the most advantageous rate for existing or anticipated service requirements as defined by the customer, but Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.</p> <p>In those cases in which the most favorable rate is difficult to predetermine, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve (12) months.</p> <p>From time to time, Customer should investigate his operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that Customer will at all times be served under the most beneficial rate.</p> <p>In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.</p>

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 97

TERMS AND CONDITIONS Customer Responsibilities
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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 97.1

TERMS AND CONDITIONS
Customer Responsibilities

CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install, and maintain at his expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

OWNER'S CONSENT TO OCCUPY

Customer shall grant easements and rights-of-way on and across Customer's property at no cost to Company.

ACCESS TO PREMISES AND EQUIPMENT

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of Company.

POWER FACTOR

Company installs facilities to supply power to Customer at or near unity power factor.

Company expects any customer to use apparatus which shall result in a power factor near unity. However, Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where Customer's power factor is less than 90 percent, Company reserves the right to require Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 97.1

TERMS AND CONDITIONS
Customer Responsibilities

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that Customer will at all times be served under the most beneficial rate.

In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install, and maintain at Customer's expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

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Customer shall grant easements and rights-of-way on and across Customer's property at no cost to Company.

ACCESS TO PREMISES AND EQUIPMENT

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of Company.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 97.2

TERMS AND CONDITIONS
Customer Responsibilities

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Except in cases where Customer has a contract with Company for reserve or auxiliary service, no other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

LIABILITY

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that Customer contemplates any material increase in his connected load, whether in a single increment or over an extended period, he shall immediately give Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in Customer's connected load.

PERMITS

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines the customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 97.2

TERMS AND CONDITIONS
Customer Responsibilities

POWER FACTOR

Company installs facilities to supply power to Customer at or near unity power factor.

Company expects any customer to use apparatus which shall result in a power factor near unity. However, Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where Customer's power factor is less than 90 percent, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Except in cases where Customer has a contract with Company for reserve or auxiliary service, no other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

LIABILITY

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that Customer contemplates any material increase in Customer's connected load, whether in a single increment or over an extended period, Customer shall immediately give Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in Customer's connected load. Should Customer make a permanent change in the operation of electrical equipment that materially reduces the maximum load required by Customer, Company may reduce Customer's contract capacity.

PERMITS

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines the customer shall obtain from the proper owner or owners the necessary

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 97.3

TERMS AND CONDITIONS
Customer Responsibilities

PERMITS (continued)

Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under Customer's application until a reasonable time after such permits are granted.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 97.3

TERMS AND CONDITIONS
Customer Responsibilities

PERMITS (continued)

consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 98

TERMS AND CONDITIONS Company Responsibilities

METERING

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter.

EXTENSION OF SERVICE

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

COMPANY'S EQUIPMENT AND INSTALLATION

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers, installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain in Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 98.1

TERMS AND CONDITIONS
Company Responsibilities
COMPANY NOT LIABLE FOR INTERRUPTIONS Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.
COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company
LIABILITY In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that the customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 99

TERMS AND CONDITIONS
Character of Service
Electric service, under the rate schedules herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:
SECONDARY VOLTAGES
Residential Service - Single phase 120/240 volts three-wire service or 120/208Y volts three-wire where network system is available.
Non-Residential Service - 1) Single phase 120/240 volts three-wire service or 120/208Y volts where network system is available. 2) Three phase 240 volts three-wire, 480 volts three-wire, 120-208Y volts four-wire, or 277/480Y four-wire.
PRIMARY VOLTAGES According to location, 2,400/4160Y volts, 7,200/12,470Y volts, 13,800 volts, or 34,500 volts
TRANSMISSION VOLTAGES According to location, 69,000 volts, 138,000 volts, or 345,000 volts.
The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which Customer's electric load is located.
RESTRICTIONS
1. Except for minor loads, with approval of company, two-wire service is restricted to those customers on service 711/04.
2. To be eligible for the rate applicable to any delivery voltage other than secondary voltage, Customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection. a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to a customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service. b) The available voltage shall be the voltage on that distribution or transmission line which Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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Non-Residential Service - 1) Single phase 120/240 volts three-wire service, or 120/208Y volts three-wire service where network system is available. 2) Three phase 240 volts three-wire service, 120/240 volts four-wire service, 480 volts three-wire service, 120-208Y volts four-wire service, or 277/480Y four-wire service.
PRIMARY VOLTAGES According to location, 2,400/4160Y volts, 7,200/12,470Y volts, or 34,500 volts
TRANSMISSION VOLTAGES According to location, 69,000 volts, 138,000 volts, or 345,000 volts.
The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which Customer's electric load is located.
RESTRICTIONS
1. Except for minor loads, with approval of company, two-wire service is restricted to those customers on service July 1, 2004.
2. To be eligible for the rate applicable to any delivery voltage other than secondary voltage, Customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection. a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to a customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service. b) The available voltage shall be the voltage on that distribution or transmission line which Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 100

TERMS AND CONDITIONS	
Residential Rate Specific Terms and Conditions	
<p>Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.</p>	
<ol style="list-style-type: none">1. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or boarders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.	

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 100

TERMS AND CONDITIONS	
Residential Rate Specific Terms and Conditions	
<p>Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.</p>	
<ol style="list-style-type: none">1. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or boarders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.	

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 100.1

TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

7. Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:
- (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
 - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.
 - (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
 - (d) Any motor or motors served through a separate meter will be billed as a separate customer.

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TERMS AND CONDITIONS

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 - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.
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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 101

TERMS AND CONDITIONS

Billing

METER READINGS AND BILLS

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customers meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within twelve (12) days from date of rendition thereof. If full payment is not received within three (3) days after the due date of the bill, a late payment charge will be assessed on the current month's charges. There will be no adverse credit impact on the customer's payment and credit record, including credit scoring, both internally and externally, and the account will not be considered delinquent for any purpose if the Company receives the customer's payment within fifteen days after the date on which the Company issues the customer's bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

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Kentucky Utilities Company

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TERMS AND CONDITIONS
Billing

MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once annually. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company will perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of Customer's meter reading and the usage deviation cannot be determined from analysis of Customer's meter reading and billing records, Company will contact Customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in Customer's service line. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than two (2) percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5). In addition to the annual monitoring, Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

RESALE OF ELECTRIC ENERGY

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on the Customer's premises, or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

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TERMS AND CONDITIONS
Billing

CLASSIFICATION OF CUSTOMERS

For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential customers will be defined as "commercial."

MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once annually. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor customer inquiry. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of Customer's meter reading and billing records, Company may contact Customer to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than two (2) percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

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Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on the Customer's premises, or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

MINIMUM CHARGE

Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including, but without limitation, any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve customer.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 102

TERMS AND CONDITIONS
Deposits

GENERAL

- 1) Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 7, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
 - a) Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
 - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$135, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 3) Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 102

TERMS AND CONDITIONS
Deposits

GENERAL

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- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
 - a) Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
 - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. The option to pay deposits by installments will not be offered to customers required to make a deposit as a condition of reconnection following disconnection for non-payment. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$160, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 3) Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 102.1

TERMS AND CONDITIONS	
Deposits	
GENERAL SERVICE	
1)	General service customers are those customers served under General Service, Sheet No. 10.
2)	The deposit for a general service customer is in the amount of \$140.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
3)	Company shall retain Customer's deposit as long as Customer remains on service.
4)	For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
5)	If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.
OTHER SERVICE	
1)	The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR 5:006, Section 7(1)(a).
2)	For customers not meeting the parameters of GENERAL 2), above, Company may retain Customer's deposit as long as Customer remains on service.
3)	For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
4)	If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 102.1

TERMS AND CONDITIONS	
Deposits	
GENERAL SERVICE	
1)	General service customers are those customers served under General Service, Sheet No. 10.
2)	The deposit for a general service customer is in the amount of \$220.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
3)	Company shall retain Customer's deposit as long as Customer remains on service.
4)	For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
5)	If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.
OTHER SERVICE	
1)	The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR 5:006, Section 7(1)(a).
2)	For customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
3)	For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
4)	If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 103

TERMS AND CONDITIONS
Budget Payment Plan

Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each month, a budgeted amount in lieu of billings for actual usage. A customer may enroll in this plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

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The budgeted amount will be determined by Company and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

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TERMS AND CONDITIONS

Bill Format

Tariff Sheets 104.1 and 104.2 reflect the KU bill format which will become effective February 6, 2009, and will remain in effect until the implementation of the Customer Care System on or after April 1, 2009.

Tariff Sheets 104.3 and 104.4 reflect the KU bill format which will become effective with the implementation of the Customer Care System on or after April 1, 2009.

The proposed KU Bill Format is contained on two pages instead of the current five pages.

Date of Issue: February 9, 2009

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 104.2

TERMS AND CONDITIONS
Bill Format

Account Number 123456-0000 Page 2

IMPORTANT INFORMATION

The power to save. It's in your hands. The amount of electricity you consumed during this billing cycle resulted in the production of approximately 2100 pounds of CO2. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

You can reduce the impact of these emissions by joining our demand Conservation program, which allows you to help us reduce the need for generating electricity. Visit our website at www.eon-us.com or call 1-866-587-COOL (2665) for more information or to sign up today.

To request a copy of your rate schedule, please call (800) 981-0600.

New enrollment only - Please check box(es) below and on front of stub.

Budget Plan

Energy Audit

Automatic Bank Club (voided check must be provided)

Please deduct my Automatic Bank Club Payment from my Checking Account.

I hereby authorize KU to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future KU accounts, and will remain in effect until revoked by me or KU.

Signature: _____

Date: _____

Processing Automatic Bank Club requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.

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 Date Effective: February 6, 2009
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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 104.1

TERMS AND CONDITIONS
Bill Format

Account Number 3000-0313-6854 Page 2

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$3.95

Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.

IMPORTANT INFORMATION

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

The power to save. It's in your hands. The amount of electricity you consumed during this billing cycle resulted in the production of approximately 1,988 pounds of CO2. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

Take control of these emissions by installing a programmable thermostat. Contact us at www.eon-us.com/dco to enroll in our Demand Conservation program and you'll receive a programmable thermostat, which will allow you to take control of your energy usage automatically.

To request a copy of your rate schedule, please call 1-800-981-0600.

Please make note of your new account number, which can be found on the front of your bill. Your old account number, 300030045-0 is no longer valid but is provided here for reference purposes only.

New enrollment only - Please check box(es) below and on front of stub.

Budget Plan

I would like to enroll in Demand Conservation.

Automatic Bank Club (voided check must be provided). Please note that any past due balance on your KU account will be deleted from your bank account immediately upon enrollment in the ABC program. To avoid unintended debits to your bank account, please make sure your KU account balance is current before enrolling in ABC.

Please deduct my Automatic Bank Club Payment from my Checking Account.

I hereby authorize KU to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future KU accounts, and will remain in effect until revoked by me or KU.



Signature: _____

Date: _____

Date of Issue: January 29, 2010
 Date Effective: March 1, 2010
 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 104.3

TERMS AND CONDITIONS																																																																																																																					
Bill Format																																																																																																																					
 <p>Customer Service: (800) 981-0600 Mon-Fri 7AM-7PM(EST) Walk-in Center Hours: Mon-Fri 8AM-5PM(EST) Telephone Payments: (800) 807-3596 www.ku-us.com</p> <p>Sign up for our Demand Conservation program, and you will receive \$20.00 a year (\$5 per month June through September). Call 1-666-857-2665 today.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>DATE DUE</th> <th>AMOUNT DUE</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">06/30/08</td> <td style="text-align:center;">\$119.00</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align:center;">ACCOUNT INFORMATION</th> </tr> </thead> <tbody> <tr> <td>Account Number:</td> <td>123456-0000</td> </tr> <tr> <td>Account Name:</td> <td>JOHN DOE</td> </tr> <tr> <td>Service Address:</td> <td>1234 ANYWHERE STREET CITY, KY</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align:center;">BILLING SUMMARY</th> </tr> </thead> <tbody> <tr> <td>Previous Balance</td> <td style="text-align:right;">112.00</td> <td></td> </tr> <tr> <td>Payments as of 06/20</td> <td style="text-align:right;">(112.00)</td> <td></td> </tr> <tr> <td>Balance as of 06/20</td> <td style="text-align:right;">0.00</td> <td></td> </tr> <tr> <td>Electric Charges</td> <td style="text-align:right;">112.28</td> <td></td> </tr> <tr> <td>Taxes and Fees</td> <td style="text-align:right;">6.72</td> <td></td> </tr> <tr> <td>Utility Charges as of 06/20</td> <td style="text-align:right;">119.00</td> <td></td> </tr> <tr> <td>Total Amount Due</td> <td style="text-align:right;">119.00</td> <td></td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:center;">Averages for Billing Period</th> <th style="text-align:center;">This Year</th> <th style="text-align:center;">Last Year</th> </tr> </thead> <tbody> <tr> <td>Average Temperature</td> <td style="text-align:center;">62 *</td> <td style="text-align:center;">68 *</td> </tr> <tr> <td>Number of Days Billed</td> <td style="text-align:center;">30</td> <td style="text-align:center;">30</td> </tr> <tr> <td>Electric/kwh per Day</td> <td style="text-align:center;">52.4</td> <td style="text-align:center;">59.4</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align:center;">ELECTRIC CHARGES</th> </tr> </thead> <tbody> <tr> <td>Rate Type: RS-RESIDENTIAL SERV</td> <td style="text-align:right;">5.00</td> </tr> <tr> <td>Customer Charge</td> <td style="text-align:right;">96.83</td> </tr> <tr> <td>Total Energy</td> <td style="text-align:right;">96.83</td> </tr> <tr> <td>Other Charges For Above Rates</td> <td style="text-align:right;">1.51</td> </tr> <tr> <td>Fuel Adjustment (\$ 0.0090 x 1677 kwh)</td> <td style="text-align:right;">1.67</td> </tr> <tr> <td>Residential DSM (\$ 0.0786 x 1677 kwh)</td> <td style="text-align:right;">1.32</td> </tr> <tr> <td>Environmental Surcharge (\$ 0.330% x \$100.40)</td> <td style="text-align:right;">0.33</td> </tr> <tr> <td>Home Energy Assistance Fund Charge</td> <td style="text-align:right;">0.15</td> </tr> <tr> <td>Total Electric Charges</td> <td style="text-align:right;">\$112.28</td> </tr> <tr> <td>Meter Reading Information</td> <td></td> </tr> <tr> <td>Meter # C123456-A</td> <td></td> </tr> <tr> <td>Actual Reading on 06/19</td> <td style="text-align:right;">53622</td> </tr> <tr> <td>Previous Reading on 05/20</td> <td style="text-align:right;">51945</td> </tr> <tr> <td>Current kwh Usage</td> <td style="text-align:right;">1677</td> </tr> <tr> <td>Meter Multiplier</td> <td style="text-align:right;">1</td> </tr> <tr> <td>Metered kwh Usage</td> <td style="text-align:right;">1677</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align:center;">TAXES AND FEES</th> </tr> </thead> <tbody> <tr> <td>Rate Increase For School Tax (3.00% x \$112.13)</td> <td style="text-align:right;">3.36</td> </tr> <tr> <td>Franchise Fee-Rate Fayette- 311(3.00% x \$112.13)</td> <td style="text-align:right;">3.36</td> </tr> <tr> <td>Total Taxes and Fees</td> <td style="text-align:right;">\$6.72</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align:center;">BILLING INFORMATION</th> </tr> </thead> <tbody> <tr> <td>Late Charge to be Assessed 3 days After Due Date</td> <td style="text-align:right;">\$3.95</td> </tr> <tr> <td>Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.</td> <td></td> </tr> <tr> <td>Please see reverse side for additional charges. 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Box 536200 ATLANTA, GA 30353-6200</p> <p>Service Address: 1234 ANYWHERE ST</p> </div> <div style="text-align: center;"> <p>#8 WWH8W0 #123456000 1 88</p> <p>JOHN DOE 1234 ANYWHERE ST CITY, KY ZIP</p> <p>02000000000000000000000000000012456000001189500000000000000</p> </div> </div>	DATE DUE	AMOUNT DUE	06/30/08	\$119.00	ACCOUNT INFORMATION		Account Number:	123456-0000	Account Name:	JOHN DOE	Service Address:	1234 ANYWHERE STREET CITY, KY	BILLING SUMMARY			Previous Balance	112.00		Payments as of 06/20	(112.00)		Balance as of 06/20	0.00		Electric Charges	112.28		Taxes and Fees	6.72		Utility Charges as of 06/20	119.00		Total Amount Due	119.00		Averages for Billing Period	This Year	Last Year	Average Temperature	62 *	68 *	Number of Days Billed	30	30	Electric/kwh per Day	52.4	59.4	ELECTRIC CHARGES		Rate Type: RS-RESIDENTIAL SERV	5.00	Customer Charge	96.83	Total Energy	96.83	Other Charges For Above Rates	1.51	Fuel Adjustment (\$ 0.0090 x 1677 kwh)	1.67	Residential DSM (\$ 0.0786 x 1677 kwh)	1.32	Environmental Surcharge (\$ 0.330% x \$100.40)	0.33	Home Energy Assistance Fund Charge	0.15	Total Electric Charges	\$112.28	Meter Reading Information		Meter # C123456-A		Actual Reading on 06/19	53622	Previous Reading on 05/20	51945	Current kwh Usage	1677	Meter Multiplier	1	Metered kwh Usage	1677	TAXES AND FEES		Rate Increase For School Tax (3.00% x \$112.13)	3.36	Franchise Fee-Rate Fayette- 311(3.00% x \$112.13)	3.36	Total Taxes and Fees	\$6.72	BILLING INFORMATION		Late Charge to be Assessed 3 days After Due Date	\$3.95	Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.		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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 105

TERMS AND CONDITIONS
Discontinuance of Service

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, Company shall have the right to refuse or discontinue to serve an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on Customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify Customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When Customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 14(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which Customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 105

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- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on Customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify Customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When Customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 14(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which Customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S. C. No. 14, Original Sheet No. 105.1

TERMS AND CONDITIONS Discontinuance of Service

Service will not be supplied or continued to any premises if at the time of application for service Applicant is merely acting as an agent of a person or former customer who is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where Applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.
- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means Customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered and the cost to Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to Company.

Company may defer written notice based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

Date of Issue: February 9, 2009
Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S. C. No. 15, Original Sheet No. 105.1

TERMS AND CONDITIONS Discontinuance of Service

Service will not be supplied or continued to any premises if at the time of application for service Applicant is merely acting as an agent of a person or former customer who is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where Applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.
- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means Customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered and the cost to Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to Company.

Company may defer written notice based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

Date of Issue: January 29, 2010
Date Effective: March 1, 2010
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 106

TERMS AND CONDITIONS

Line Extension Plan

A. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

B. DEFINITIONS

- 1) "Company" shall mean Kentucky Utilities Company.
- 2) "Customer" shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- 3) "Line Extension" shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer's delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like customers.
- 4) "Permanent Service" shall mean service contracted for under the terms of the applicable rate schedule but not less than one year and where the intended use is not seasonal, intermittent, or speculative in nature.
- 5) "Commission" shall mean the Public Service Commission of Kentucky.

C. GENERAL

- 1) All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- 2) Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- 3) Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area service is to be extended into, Customer shall furnish Company the required easement.
- 4) The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.
- 5) Where Company is required or elects to construct an additional extension or lateral to serve Customer or another customer, Company reserves the right to connect to any extension constructed under this plan and Customer shall grant to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property for the additional extension or lateral.
- 6) Customer must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
- 7) Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically

Date of Issue: February 9, 2009

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 106

TERMS AND CONDITIONS

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In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 106.1

TERMS AND CONDITIONS Line Extension Plan

C. GENERAL (continued)

feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.

- 8) Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- 9) Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be infeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

D. NORMAL LINE EXTENSIONS

- 1) In accordance with 807 KAR 5:041, Section 11(1), Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25 kVA.
- 2) Where Customer requires poly-phase service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in NORMAL LINE EXTENSIONS 1) above.

E. OTHER LINE EXTENSIONS

- 1) In accordance with 807 KAR 5:041, Section 11(2), Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per customer but Company may require the total cost of the footage in excess of 1,000 feet per customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- 2) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- 4) No refund shall be made for additional customers connected to an extension or lateral from the original extension for which the deposit was made.
- 5) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.
- 6) Where Customer requires poly-phase service or transformer capacity above 25 kVA per customer and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in OTHER LINE EXTENSIONS 1) above.

F. OVERHEAD LINE EXTENSIONS TO SUBDIVISIONS

- 1) In accordance with 807 KAR 5:041, Section 11(3), Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
- 2) Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

Date of Issue: February 9, 2009

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 106.1

TERMS AND CONDITIONS Line Extension Plan

C. GENERAL (continued)

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 106.2

TERMS AND CONDITIONS Line Extension Plan

G. MOBILE HOME LINE EXTENSIONS

- 1) Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Order, dated August 9, 1991, in Case No. 91-213.
- 2) Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 3) Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet, the policies set forth in OTHER LINE EXTENSIONS shall apply.
- 4) Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
- 5) If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
- 6) No refund will be made except to the original customer.

H. UNDERGROUND LINE EXTENSIONS

General

- 1) Company will make underground line extensions for service to new residential customers and subdivisions in accordance with 807 KAR 5:041, Section 21.
- 2) In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- 3) Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- 4) At Company's discretion, Customer may perform a work contribution to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- 5) Customer will provide, own, operate and maintain all electric facilities on his side of the point of delivery with the exception of Company's meter.
- 6) In consideration of Customer's underground service, Company shall credit any amounts due under the contract for each service at the rate of \$50.00 or Company's average estimated installed cost for an overhead service whichever is greater.
- 7) Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.

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Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 106.2

TERMS AND CONDITIONS Line Extension Plan

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Date Effective: February 6, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, First Revision of Original Sheet No. 106.3
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TERMS AND CONDITIONS Line Extension Plan

H. UNDERGROUND EXTENSIONS General (continued)

- 8) Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

Individual Premises

Where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

Medium Density Subdivisions

- 1) A medium density residential subdivision is defined as containing ten or more lots for the construction of new residential buildings each designed for less than five (5)-family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount determined by a unit charge of \$7.32 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension. Where Customer is required to provide trenching and backfilling, advance will be the Company's full estimate cost of construction. Where Customer is required to deposit with the Company a non-refundable advance in place of trenching and backfilling, advance will be determined by a unit charge of \$26.05 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 4) Each year for ten (10) years Company shall refund to Customer an amount determined as follows:
 - a. Where customer is required to provide trenching and backfilling, a refund of \$5,000 for each customer connected during that year.
 - b. Where customer is required to provide a non-refundable advance, 500 times the difference in the unit charge advance amount in 3) and the non-refundable unit charge advance in 2) for each customer connected during that year
- 5) In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

Date of Issue: November 30, 2009

Date Effective: December 30, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 106.3

TERMS AND CONDITIONS Line Extension Plan

H. UNDERGROUND EXTENSIONS General (continued)

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Date of Issue: January 29, 2010

Date Effective: December 30, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 106.4

**TERMS AND CONDITIONS
Line Extension Plan**

H. UNDERGROUND EXTENSIONS (continued)

High Density Subdivisions

- 1) A high density residential subdivision is defined as building complexes consisting of two or more buildings each not more than three stories above grade and each designed for five (5) or more family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension.
 - i. Company shall refund to Customer any amounts due when permanent service is provided by Company to twenty (20%) percent of the family units in Customer's project.
 - ii. In no case shall the refunds provided for herein exceed the amounts deposited less any non refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

Other Underground Subdivisions

In cases where a particular residential subdivision does not meet the conditions provided for above, Customer requests and Company agrees to supply underground service, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

I. SPECIAL CASES

- 1) Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlined in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify Company's installing facilities required to meet customers needs, Company may request Customer deposit with Company a refundable amount to justify Company's investment.
- 2) Each year for ten (10) years Company shall refund to Customer, an amount calculated by:
 - a. Adding the sum of Customer's annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric billing of the monthly electric demand billing for that year of any customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
 - b. times the refundable amount divided by the estimated total ten-year base rate electric demand billing required to justify the investment.
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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 106.4

**TERMS AND CONDITIONS
Line Extension Plan**

H. UNDERGROUND EXTENSIONS (continued)

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Date of Issue: January 29, 2010
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Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 107

TERMS AND CONDITIONS
Energy Curtailment and Service Restoration Procedures

PURPOSE
To provide procedures for reducing the consumption of electric energy on the Kentucky Utilities Company (Company) system in the event of a capacity shortage and to restore service following an outage. Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, the Company shall have the right to take whatever steps, with or without notice and without liability on Company's part, that the Company believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of the Company's electric system or interconnected electric network or to restore service following an outage. Such actions will be taken giving priority to maintaining service to the Company's retail and full requirements customers relative to other sales whenever feasible and as allowed by law.

ENERGY CURTAILMENT PROCEDURE

PRIORITY LEVELS

For the purpose of these procedures, the following Priority Levels have been established:

- I. Essential Health and Safety Uses – to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
 - A. "Hospitals", which shall be limited to institutions providing medical care to patients.
 - B. "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
 - C. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
 - D. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
 - E. "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations, and operation of state and local emergency services.
 - F. "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.
 - G. "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services. These uses shall include essential street, highway and signal-lighting services.

Date of Issue: February 9, 2009
Date Effective: January 8, 2007 Refiled: February 9, 2009
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2006-00351 dated January 8, 2007

Kentucky Utilities Company

P.S.C. No. 15, Original Sheet No. 107

TERMS AND CONDITIONS
Energy Curtailment and Service Restoration Procedures

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Date of Issue: January 29, 2010
Date Effective: January 8, 2007
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 107.1

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

Company maintains lists of customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. Company, lacking knowledge of changes that may occur at any time in customer's equipment, operation, and backup resources, does not assume the responsibility of identifying customers with priority needs. It shall, therefore, be the customer's responsibility to notify Company if he has critical needs.

- II. Critical Commercial and Industrial Uses – Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population. Company shall maintain a list of such customers for the purpose of curtailments and service restoration.
- III. Residential Use – The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of Company service personnel and the circumstances associated with the outage will also be considered in the restoration of service.
- IV. Non-critical commercial and industrial uses.
- V. Nonessential Uses – The following and similar types of uses of electric energy shall be considered nonessential for all customers:
 - A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
 - B. General interior lighting levels greater than minimum functional levels.
 - C. Show-window and display lighting.
 - D. Parking-lot lighting above minimum functional levels.
 - E. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
 - F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.

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Kentucky Utilities Company

P.S.C. NO. 14, Original Sheet No. 107.2

TERMS AND CONDITIONS	
Energy Curtailment and Service Restoration Procedures	
G.	Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.
	Non-jurisdictional customers will be treated in a manner consistent with the curtailment procedures contained in the service agreement between the parties or the applicable tariff.
CURTAILMENT PROCEDURES	
	In the event Company's load exceeds internal generation, transmission, or distribution capacity, or other system disturbances exist, and internal efforts have failed to alleviate the problem, including emergency energy purchases, the following steps may be taken, individually or in combination, in the order necessary as time permits:
1.	Customers having their own internal generation capacity will be curtailed, and customers on curtailable contracts will be curtailed for the maximum hours and load allowable under their contract. Nothing in this procedure shall limit Company's rights under the Curtailable Service Rider tariff.
2.	Power output will be maximized at Company's generating units.
3.	Company use of energy at its generating stations will be reduced to a minimum.
4.	Company's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
5.	The Kentucky Public Service Commission will be advised of the situation.
6.	An appeal will be made to customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
7.	Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
8.	Implement procedures for interruption of selected distribution circuits.
SERVICE RESTORATION PROCEDURES	
	Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, Company will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

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Date Effective: January 8, 2007
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(1)(a)9
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

A statement that customer notice has been given in compliance with subsections (3) and (4) of this section with a copy of the notice.

Response:

Customer notice has been given in compliance with 807 KAR 5:001, Section 10(3) and (4).
See attached Certificate of Notice.

KU's Certificate of Notice

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY)	
UTILITIES COMPANY FOR AN)	CASE NO. 2009-00548
ADJUSTMENT OF BASE RATES)	

CERTIFICATE OF NOTICE

Pursuant to the Kentucky Public Service Commission’s Regulation 807 KAR 5:001, Section 10(1)(a)(9), I hereby certify that I am Lonnie E. Bellar, Vice President, State Regulation and Rates, for Kentucky Utilities Company (“KU” or “Company”), a utility furnishing retail electric service within the Commonwealth of Kentucky which, on the 29th day of January, 2010, filed an application with the Kentucky Public Service Commission for the approval of an adjustment of the electric rates, terms, and conditions of KU, and that notice to the public of the filing of the application has been completed in all respects as required by 807 KAR 5:001, Section 10(3) and (4) and 807 KAR 5:011, Section 9(2), as follows:

On the 29th day of January, 2010, the notice to the public was delivered for exhibition and public inspection at the offices and places of business of the Company in the territory affected thereby, to-wit, at the following places:

- | | |
|-----------------|--------------|
| Barlow | London |
| Campbellsville | Maysville |
| Carrollton | Middlesboro |
| Danville | Morehead |
| Earlington | Morganfield |
| Eddyville | Mt. Sterling |
| Elizabethtown | Paris |
| Georgetown | Richmond |
| Greenville | Shelbyville |
| Harlan | Somerset |
| Lexington | Versailles |
| Lexington North | Winchester |

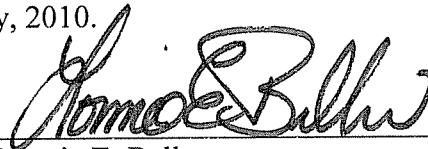
and that the same will be kept open to public inspection at said offices and places of business in conformity with the requirements of 807 KAR 5:001, Section 10(4)(f).

I further certify that more than twenty (20) customers will be affected by said change by way of an increase in their rates or charges, and that on the 14th day of January, 2010, there was delivered to the Kentucky Press Association, an agency that acts on behalf of newspapers of general circulation throughout the Commonwealth of Kentucky in which customers affected reside, for publication therein once a week for three consecutive weeks beginning on January 22, 2010, notices of the filing of KU's application, including its proposed rates, copies of said notices being attached hereto, and a list of newspapers of general circulation throughout the Commonwealth of Kentucky in which customers affected reside, a copy of said list being attached hereto. A certificate of publication of said notices will be furnished to the Kentucky Public Service Commission upon completion of same pursuant to 807 KAR 5:001, Section 10(4)(d).

In addition, beginning on January 25, 2010, Kentucky Utilities Company began including a general statement explaining the Application in this case with the bills for all Kentucky retail customers during the course of their regular monthly billing cycle.

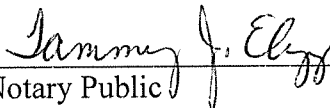
A copy of this notice was posted for public inspection on Kentucky Utilities Company's website at www.eon-us.com. A complete copy of the application and proposed tariff will be available for public inspection at this website as soon as possible after the application is filed with the Commission.

Given under my hand this 29th day of January, 2010.



Lonnie E. Bellar
Vice President, State Regulation and Rates
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202

Subscribed and sworn to before me, a Notary Public in and before said County and State,
this 29th day of January, 2010.



Notary Public _____ (SEAL)

My Commission Expires:

November 9, 2010

NOTICE

Notice is hereby given that Kentucky Utilities Company seeks approval by the Public Service Commission, Frankfort, Kentucky of an adjustment of electric rates and charges to become effective on and after March 1, 2010.

KU CURRENT AND PROPOSED ELECTRIC RATES**Residential Service - Rate RS****Current Rate**

Customer Charge: \$5.00 per month
 Energy Charge: \$0.06424 per kWh
 Minimum Charge: The Customer Charge.

Proposed Rate

Basic Service Charge: \$15.00 per month
 Energy Charge: \$0.006566 per kWh
 Minimum Charge: The Basic Service Charge.

Volunteer Fire Department Service - Rate VFD**Current Rate**

Customer Charge: \$5.00 per month
 Energy Charge: \$0.06424 per kWh
 Minimum Charge: The Customer Charge.

Proposed Rate

Basic Service Charge: \$15.00 per month
 Energy Charge: \$0.006566 per kWh
 Minimum Charge: The Basic Service Charge.

General Service - Rate GS**Current Rate**

Customer Charge: \$10.00 per meter per month for single-phase service
 \$10.00 per meter per month for three-phase service
 Energy Charge: \$0.07486 per kWh
 Minimum Charge: The Customer Charge.

Proposed Rate

Basic Service Charge: \$20.00 per meter per month for single-phase service
 \$35.00 per meter per month for three-phase service
 Energy Charge: \$0.07719 per kWh
 Minimum Charge: The Basic Service Charge.

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Volunteer Fire Department Service - Rate VFD**Current Rate**

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 Energy Charge: \$0.06424 per kWh
 Minimum Charge: The Customer Charge.

Proposed Rate

Basic Service Charge: \$15.00 per month
 Energy Charge: \$0.06566 per kWh *
 Minimum Charge: The Basic Service Charge.

* (\$0.006566 per kWh inadvertently stated in January 22-29 publication)

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 Energy Charge: \$0.07486 per kWh
 Minimum Charge: The Customer Charge.

Proposed Rate

Basic Service Charge: \$20.00 per meter per month for single-phase service
 \$35.00 per meter per month for three-phase service
 Energy Charge: \$0.07719 per kWh
 Minimum Charge: The Basic Service Charge.

All Electric School - Rate AES

Current Rate

Energy Charge: \$0.06173 per kWh
 Minimum Charge: An Annual Minimum Charge of \$20.47 per kW for all connected equipment, except air-conditioning and other individual equipment of one kW or less, but not less than \$204.70 per year.

Proposed Rate

Basic Service Charge: \$20.00 per meter per month for single-phase service
 \$35.00 per meter per month for three-phase service
 Energy Charge: \$0.06988 per kWh
 Adjustment Clause: The Demand-Side Management Cost Recovery Mechanism will apply to Rate AES.
 Minimum Charge: The Basic Service Charge.

Power Service – Rate PS

Current Rate

	Secondary	Primary
Customer Charge (per Month)	\$75.00	\$75.00
Energy Charge (per kWh)	\$0.03386	\$0.03386
Maximum Load Charge (per kW per month of maximum load)	\$9.42	\$9.03

Minimum Charge: Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery, and \$87.12 per kilowatt for primary delivery for each yearly period based on the greater of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) 60 percent of the kW capacity of facilities specified by the customer;
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Proposed Rate

	Secondary	Primary
Basic Service Charge (per Month)	\$90.00	\$90.00
Energy Charge (per kWh)	\$0.03750	\$0.03750
Demand Charge (per kW per month of billing demand)		
Winter Rate	\$9.54	\$9.14
Summer Rate	\$11.79	\$11.40

Summer Period - Five Billing Periods of May through September
 Winter Period - All Other Months

Where the monthly billing demand is the greater of:
 a) the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary

- service, or
- b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or
- c) a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

Minimum Charge: As determined above with the monthly billing demand.

Time-of-Day Service - Rate TOD

Current Rate

	Secondary	Primary
Customer Charge (per Month)	\$90.00	\$120.00
Energy Charge (per kWh)	\$0.03386	\$0.03386
Maximum Load Charge (per kW per month of maximum load)		
On-Peak	\$7.37	\$6.98
Off-peak	\$2.25	\$2.25

Minimum Charge: Service under this schedule is subject to an annual minimum of \$76.68 per kilowatt for secondary delivery and \$72.00 per kilowatt for primary delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) 60 percent of the kW capacity of facilities specified by the customer;
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Proposed Rate (Secondary service under Time-of-Day Rate TOD will be provided under proposed Time-of Day Secondary Service TODS. Primary service under Time-of-Day Rate TOD will be served under proposed Time-of-Day Primary Service TODP.)

Proposed Time-of-Day Secondary Service Rate TODS

Basic Service Charge (per Month)	\$200.00
Energy Charge (per kWh)	\$0.03758
Maximum Load Charge (per kW per month)	
Peak Demand Period	\$4.59
Intermediate Demand Period	\$3.06
Base Demand Period	\$3.71

- Summer Period - Five Billing Periods of May through September
 - Weekdays: Base (all hours), Interm. (10am-10pm), Peak (1pm-7pm)
 - Weekends: Base (all hours), Interm. (N/A), Peak (N/A)
- Winter Period - All Other Months
 - Weekdays: Base (all hours), Interm (6am-10pm), Peak (6am-12noon)
 - Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kW, or
- b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or
- c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

Minimum Charge: As determined above with the monthly billing demand.

Large Time-of-Day Service – Rate LTOD

Current Rate

Customer Charge (per Month)	\$120.00
Energy Charge (per kWh)	\$0.03386
Maximum Load Charge (per kW per month)	
On-Peak	\$6.07
Off-peak	\$2.22

Minimum Charge: Service under this schedule is subject to an annual minimum of \$61.44 per kilowatt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly on-peak maximum load during such yearly period;
- (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer;
- (d) Primary delivery, \$307,200 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.

Proposed Rate (Primary service under current Time-of-Day Rate TOD and Large Time-of-Day Rate LTOD will be served under proposed Time-of-Day Primary Service Rate TODP.)

Proposed Time-of-Day Primary Service Rate TODP

Basic Service Charge (per Month)	\$300.00
Energy Charge (per kWh)	\$0.03553
Maximum Load Charge	

(per kVA per month)	
Peak Demand Period	\$4.74
Intermediate Demand Period	\$3.16
Base Demand Period	\$1.97

Summer Period - Five Billing Periods of May through September

Weekdays: Base (all hours), Interm. (10am-10pm), Peak (1pm-7pm)

Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Winter Period - All Other Months

Weekdays: Base (all hours), Interm (6am-10pm), Peak (6am-12noon)

Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kVA, or
- b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or
- c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

Minimum Charge: As determined above with the monthly billing demand.

Retail Transmission Service Rate RTS

Current Rate

Customer Charge (per Month)	\$120.00
Energy Charge (per kWh)	\$0.03386
Maximum Load Charge (per kVA per month)	
On-Peak	\$5.18
Off-peak	\$1.92

Minimum Charge: Service under this rate schedule is subject to an annual minimum of \$52.68 per kVA for transmission on-peak delivery for each yearly period based on the greatest of (a), (b), (c), or (d) as follows:

- (a) The highest monthly on-peak load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer; or,
- (d) Minimum may be adjusted where customer’s service requires an abnormal investment in special facilities

Proposed Rate

Basic Service Charge (per Month)	\$500.00
Energy Charge (per kWh)	\$0.03483
Maximum Load Charge (per kVA per month)	

Peak Demand Period	\$4.64
Intermediate Demand Period	\$3.09
Base Demand Period	\$1.04

Summer Period - Five Billing Periods of May through September

Weekdays: Base (all hours), Interm. (10am-10pm), Peak (1pm-7pm)
 Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Winter Period - All Other Months

Weekdays: Base (all hours), Interm (6am-10pm), Peak (6am-12noon)
 Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kVA, or
- b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or
- c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

Minimum Charge: As determined above with the monthly billing demand.

Industrial Service - Rate IS

Current Rate

Customer Charge (per Month)	\$120.00	
	Primary	Transmission
Energy Charge (per kWh)	\$0.03386	\$0.02930
Demand Charge (per kVA per month)		
Standard Load Charge		
On-Peak	\$5.23	\$5.02
Off-Peak	\$1.37	\$1.37

Where the monthly Standard On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:

- a) the maximum metered standard demand, as measured over a fifteen (15) minute interval, for each peak period in the monthly billing period;
- b) 60% of the maximum metered standard demand, as determined in (a) above, for each peak period in the preceding eleven (11) monthly billing periods;
- c) 60% of the contract capacity based on the expected maximum demand upon the system; or
- d) minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

	Primary	Transmission
Demand Charge		

(per kVA per month)		
Plus Fluctuating Load Charge		
On-Peak	\$2.73	\$2.64
Off-Peak	\$0.81	\$0.81

Where the monthly Fluctuating On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:

- e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for each peak period less the maximum metered standard demand for that peak period in the monthly billing period, or
- f) 60% of the billed fluctuating demand, as determined in (e) above, for each peak period in the preceding eleven (11) monthly billing periods.

Minimum Charge: The Demand Charge will be the Minimum Charge.

Proposed Rate (Industrial Service Rate IS is proposed to be renamed Fluctuating Load Service – Rate FLS)

Basic Service Charge (per Month)	\$500.00	
	Primary	Transmission
Energy Charge (per kWh)	\$0.03553	\$0.03271
Maximum Load Charge (per kVA per month)		
Peak Demand Period	\$2.75	\$2.75
Intermediate Demand Period	\$1.75	\$1.75
Base Demand Period	\$1.75	\$1.00

Summer Period - Five Billing Periods of May through September

Weekdays: Base (all hours), Interm. (10am-10pm), Peak (1pm-7pm)

Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Winter Period - All Other Months

Weekdays: Base (all hours), Interm (6am-10pm), Peak (6am-12noon)

Weekends: Base (all hours), Interm. (N/A), Peak (N/A)

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- b) a minimum of 60% of the highest billing demand in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 20,000 kVA, or
- b) a minimum of 75% of the highest billing demand in the preceding eleven (11) monthly billing periods, or
- c) a minimum of 75% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

Minimum Charge: As determined above with the monthly billing demand.

Determination of Maximum Load: The load will be measured and will be the average kVA demand delivered to the customer during the 5-minute period of maximum use during the appropriate rating period each month.

Street Lighting Service - Rate ST. LT.**Current Rate****STANDARD/ORNAMENTAL SERVICE**

	Load/Light	Rate Per Light Per Month	
		Standard	Ornamental
Incandescent System			
1,000 Lumens (approx.)	0.102 kW/Light	\$3.04	\$3.69
2,500 Lumens (approx.)	0.201 kW/Light	4.05	4.84
4,000 Lumens (approx.)	0.327 kW/Light	6.15	7.07
6,000 Lumens (approx.)	0.447 kW/Light	8.06	9.08
Mercury Vapor			
7,000 Lumens (approx.)	0.207 kW/Light	\$8.55	\$10.77
10,000 Lumens (approx.)	0.294 kW/Light	10.09	12.06
20,000 Lumens (approx.)	0.453 kW/Light	12.35	13.92
High Pressure Sodium			
4,000 Lumens (approx.)	0.060 kW/Light	\$6.05	\$8.62
5,800 Lumens (approx.)	0.083 kW/Light	6.84	9.41
9,500 Lumens (approx.)	0.117 kW/Light	7.40	10.15
22,000 Lumens (approx.)	0.242 kW/Light	11.42	14.17
50,000 Lumens (approx.)	0.485 kW/Light	17.29	20.02
Mercury Vapor and Incandescent fixtures are restricted to those fixtures in service. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.			

DECORATIVE UNDERGROUND SERVICE

<u>Type of Pole & Fixture</u>	<u>Lumen Output</u>	<u>Load/Light In kW</u>	<u>Monthly Rate Per Light</u>
High Pressure Sodium HPS			
Acorn (Decorative Pole)	4,000	0.060	\$11.14
Acorn (Historic Pole)	4,000	0.060	17.15
Acorn (Decorative Pole)	5,800	0.083	12.02
Acorn (Historic Pole)	5,800	0.083	18.05
Acorn (Decorative Pole)	9,500	0.117	12.81
Acorn (Historic Pole)	9,500	0.117	18.62
Colonial	4,000	0.060	7.87
Colonial	5,800	0.083	8.68
Colonial	9,500	0.117	9.16
Coach	5,800	0.830	26.22
Coach	9,500	0.117	26.67
Contemporary	5,800	0.830	13.88
Contemporary	9,500	0.117	16.27
Contemporary	22,000	0.242	19.65
Contemporary	50,000	0.485	25.12
Granville	16,000	0.150	44.78
Granville Accessories			
Single Crossarm Bracket			\$16.13
Twin Crossarm Bracket			17.96

24 Inch Banner Arm	2.80
24 Inch Clamp Banner Arm	3.87
18 Inch Banner Arm	2.58
18 Inch Clamp Banner Arm	3.19
Flagpole Holder	1.19
Post-Mounted Receptacle	16.75
Base-Mounted Receptacle	16.16
Additional Receptacles	2.29
Planter	3.88
Clamp On Planter	4.31

Proposed Rate**STANDARD/ORNAMENTAL SERVICE**

	Load/Light	Rate Per Light Per Month	
		Standard	Ornamental
High Pressure Sodium			
4,000 Lumens (approx.)	0.060 kW/Light	\$6.70	\$9.54
5,800 Lumens (approx.)	0.083 kW/Light	7.57	10.42
9,500 Lumens (approx.)	0.117 kW/Light	8.19	11.24
22,000 Lumens (approx.)	0.242 kW/Light	12.64	15.69
50,000 Lumens (approx.)	0.471 kW/Light	20.59	22.16
Mercury Vapor			
7,000 Lumens (approx.)	0.207 kW/Light	\$8.55	\$10.77
10,000 Lumens (approx.)	0.294 kW/Light	10.09	12.06
20,000 Lumens (approx.)	0.453 kW/Light	12.35	13.92
Incandescent System			
1,000 Lumens (approx.)	0.102 kW/Light	\$3.04	\$3.69
2,500 Lumens (approx.)	0.201 kW/Light	4.05	4.84
4,000 Lumens (approx.)	0.327 kW/Light	6.15	7.07
6,000 Lumens (approx.)	0.447 kW/Light	8.06	9.08
Mercury Vapor and Incandescent fixtures are restricted to those fixtures in service. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.			

DECORATIVE UNDERGROUND SERVICE

Type of Pole & Fixture	Approx Lumens	kW Rating	Monthly Charge
High Pressure Sodium HPS			
Acorn (Decorative Pole)	4,000	0.060	\$12.56
Acorn (Historic Pole)	4,000	0.060	18.99
Acorn (Decorative Pole)	5,800	0.083	13.56
Acorn (Historic Pole)	5,800	0.083	19.87
Acorn (Decorative Pole)	9,500	0.117	14.19
Acorn (Historic Pole)	9,500	0.117	20.61
Colonial	4,000	0.060	8.71
Colonial	5,800	0.083	9.61
Colonial	9,500	0.117	10.14
Coach	5,800	0.083	29.01
Coach	9,500	0.117	29.52

Contemporary	5,800	0.083	15.37
Contemporary	9,500	0.117	18.01
Contemporary	22,000	0.242	21.75
Contemporary	50,000	0.471	27.81
Granville	16,000	0.181	49.56
Granville Accessories			
Single Crossarm Bracket			\$17.86
Twin Crossarm Bracket (includes 1 fixture)			19.88
24 Inch Banner Arm			3.10
24 Inch Clamp Banner Arm			4.28
18 Inch Banner Arm			2.86
18 Inch Clamp On Banner Arm			3.53
Flagpole Holder			1.32
Post-Mounted Receptacle			18.54
Base-Mounted Receptacle			17.89
Additional Receptacles			2.54
Planter			4.30
Clamp On Planter			4.77

Private Outdoor Lighting - Rate P.O. LT

Current Rate:

Type of Fixture	Approx Lumens	kW Rating	Monthly Charge
Standard (Served Overhead)			
Mercury Vapor			
Open Bottom	7,000	0.207	\$9.52
Cobra	20,000	0.453	12.35
High Pressure Sodium			
Open Bottom	5,800	0.083	\$5.77
Open Bottom	9,500	0.117	6.26
Cobra	22,000	0.242	11.42
Cobra	50,000	0.485	18.60
Directional (Served Overhead)			
High Pressure Sodium	9,500	0.117	\$7.27
High Pressure Sodium	22,000	0.242	10.88
High Pressure Sodium	50,000	0.485	15.65
Metal Halide Commercial and Industrial Lighting			
Directional Fixture Only	12,000	0.207	\$11.23
Directional Fixture/Wood Pole	12,000	0.207	13.15
Directional Fixture/Metal Pole	12,000	0.207	19.45
Directional Fixture Only	32,000	0.450	16.11
Directional Fixture/Wood Pole	32,000	0.450	18.05
Directional Fixture/Metal Pole	32,000	0.450	24.33
Directional Fixture Only	107,800	1.080	33.81
Directional Fixture/Wood Pole	107,800	1.080	36.92
Directional Fixture/Metal Pole	107,800	1.080	42.46
Contemporary Fixture Only	12,000	0.207	12.30
Contemporary Metal Pole	12,000	0.207	20.54
Contemporary Fixture Only	32,000	0.450	17.62

Contemporary Metal Pole	32,000	0.450	25.84
Contemporary Fixture Only	107,800	1.080	36.73
Contemporary Metal Pole	107,800	1.080	44.96
Decorative HPS (Served Underground)			
Acorn (Decorative Pole)	4,000	0.060	\$11.35
Acorn (Historic Pole)	4,000	0.060	17.15
Acorn (Decorative Pole)	5,800	0.083	12.25
Acorn (Historic Pole)	5,800	0.083	17.95
Acorn (Decorative Pole)	9,500	0.117	12.82
Acorn (Historic Pole)	9,500	0.117	18.62
Colonial	4,000	0.060	7.87
Colonial	5,800	0.083	8.68
Colonial	9,500	0.117	9.16
Coach	5,800	0.830	26.21
Coach	9,500	0.117	26.67
Contemporary	5,800	0.830	13.88
Contemporary	9,500	0.117	16.14
Contemporary	22,000	0.242	19.65
Contemporary	50,000	0.485	25.12
Granville	16,000	0.150	44.78
Granville Accessories			
Single Crossarm Bracket			\$16.13
Twin Crossarm Bracket			17.96
24 Inch Banner Arm			2.80
24 Inch Clamp Banner Arm			3.87
18 Inch Banner Arm			2.58
18 Inch Clamp Banner Arm			3.19
Flagpole Holder			1.19
Post-Mounted Receptacle			16.75
Base-Mounted Receptacle			16.16
Additional Receptacles			2.29
Planter			3.88
Clamp On Planter			4.31

Additional Facilities: Company may furnish the required facilities at an additional charge per month to be determined by the Company. These additional charges are subject to change by Company upon thirty (30) days prior written notice.

Proposed Rate

<u>Type of Fixture</u>	<u>Approx Lumens</u>	<u>kW Rating</u>	<u>Monthly Charge</u>
<u>OVERHEAD SERVICE (Fixture Only)</u>			
<u>High Pressure Sodium</u>			
Cobra Head	22,000	0.242	\$12.64
Cobra Head	50,000	0.471	20.59
Directional	9,500	0.117	8.05
Directional	22,000	0.242	12.04
Directional	50,000	0.471	17.32

Open Bottom	5,800	0.083	6.39
Open Bottom	9,500	0.117	6.93
<u>Mercury Vapor</u> – Mercury Vapor is restricted to those fixtures in service. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.			
Cobra Head	20,000	0.453	\$12.35
Open Bottom	7,000	0.207	9.52
<u>UNDERGROUND SERVICE</u>			
<u>High Pressure Sodium</u>			
Acorn Decorative	4,000	0.060	\$12.56
Acorn Historic	4,000	0.060	18.99
Acorn Decorative	5,800	0.083	13.56
Acorn Historic	5,800	0.083	19.87
Acorn Decorative	9,500	0.117	14.19
Acorn Historic	9,500	0.117	20.61
Colonial	4,000	0.060	8.71
Colonial	5,800	0.083	9.61
Colonial	9,500	0.117	10.14
Coach	5,800	0.083	29.01
Coach	9,500	0.117	29.52
Contemporary	5,800	0.083	21.45
Additional Fixture	5,800	0.083	13.99
Contemporary	9,500	0.117	21.59
Additional Fixture	9,500	0.117	14.12
Contemporary	22,000	0.242	27.38
Additional Fixture	22,000	0.242	15.91
Contemporary	50,000	0.471	30.67
Additional Fixture	50,000	0.471	19.20
Granville	16,000	0.181	49.56
<u>Granville Accessories</u>			
Single Crossarm Bracket (Existing Poles Only)			\$17.86
Twin Crossarm Bracket			19.88
24 Inch Banner Arm			3.10
24 Inch Clamp Banner Arm			4.28
18 Inch Banner Arm			2.86
18 Inch Clamp Banner Arm			3.53
Flagpole Holder			1.32
Post-Mounted Receptacle			18.54
Base-Mounted Receptacle			17.89
Additional Receptacle (2 Receptacles on Same Pole)			2.54
Planter			4.30
Clamp On Planter			4.77
<u>Metal Halide</u>			
Directional Fixture Only	12,000	0.150	\$12.43
Directional Fixture /Wood Pole	12,000	0.150	16.66
Directional Fixture/Metal Pole	12,000	0.150	24.84
Directional Fixture Only	32,000	0.350	17.83
Directional Fixture /Wood Pole	32,000	0.350	22.06

Directional Fixture/Metal Pole	32,000	0.350	30.24
Directional Fixture Only	107,800	1.080	37.43
Directional Fixture /Wood Pole	107,800	1.080	41.66
Directional Fixture/Metal Pole	107,800	1.080	49.84
Contemporary Fixture Only	12,000	0.150	13.62
Contemporary w/Metal Pole	12,000	0.150	26.03
Contemporary Fixture Only	32,000	0.350	19.51
Contemporary w/Metal Pole	32,000	0.350	31.92
Contemporary Fixture Only	107,800	1.080	40.66
Contemporary w/Metal Pole	107,800	1.080	53.07

Additional Facilities: Company may furnish the required facilities at an additional charge based upon the application of the monthly rate set forth in the Excess Facilities Rider applied to the current cost of the facilities as periodically updated.

Lighting Energy Service Rate LE

Current Rate \$0.05474 per kWh.
Proposed Rate \$0.05465 per kWh

Traffic Energy Service Rate TE

Current Rate
Customer Charge: \$2.80 per delivery per month
Energy Charge: \$0.06530 per kWh
Minimum Bill: The Customer Charge.
Proposed Rate
Basic Service Charge: \$3.14 per delivery per month
Energy Charge: \$0.07000 per kWh
Minimum Bill: The Basic Service Charge.

Cable Television Attachment Charges – Rate CTAC

Current Rate
Rental Charge: \$2.71 per year for each attachment to pole
Proposed Rate
Attachment Charge: \$8.93 per year for each attachment to pole
Billing: Attachment Charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1.

Curtable Service Rider 1 – Rider CSR1

Current Rate
Demand Credit of:
Primary (\$5.20) per kW
Transmission (\$5.10) per kW
Non-Compliance Charge
Primary \$16.00 per kW
Transmission \$16.00 per kW

Proposed Rate

Curtable Service Rider 1 is proposed to be consolidated with Curtable Service Riders 2 and 3 into a single Curtable Service Rider.

Curtable Service Rider 2 – Rider CSR2

Current Rate

Demand Credit of:

Primary	(\$5.69) per kW
Transmission	(\$5.59) per kW
Non-Compliance Charge	
Primary	\$16.00 per kW
Transmission	\$16.00 per kW

Proposed Rate

Curtaillable Service Rider 2 is proposed to be consolidated with Curtaillable Service Riders 1 and 3 into a single Curtaillable Service Rider.

Curtaillable Service Rider 3 – Rider CSR3

Current Rate

Demand Credit of:

Primary	(\$3.20) per kW
Transmission	(\$3.10) per kW
Non-Compliance Charge	
Primary	\$16.00 per kW
Transmission	\$16.00 per kW

Proposed Rate

Curtaillable Service Rider 3 is proposed to be consolidated with Curtaillable Service Riders 1 and 2 into a single Curtaillable Service Rider.

Curtaillable Service Rider – Rate CSR

Current Rate This rate schedule is not currently available.

Proposed Rate

Demand Credit of:

Primary	(\$5.20) per kW
Transmission	(\$5.10) per kW
Non-Compliance Charge:	
Primary	\$16.00 per kW
Transmission	\$16.00 per kW

Automatic Buy-Through Provision

The buy-through provision is a formulaic determination in accordance with the tariff.

Load Reduction Incentive Rider – Rider LRI

Current Rate Up to \$0.30 per kWh

Proposed Rate No change is proposed from the current charge.

Small Capacity Cogeneration and Small Power Production Qualifying Facilities – Rate SQF

Current Rate

Company will purchase such energy from Seller at the Rate A or B, set out below:

Rate A: Time Differentiated Rate	
1. Summer Billing Months of June, July, August, and September (on-peak)	\$0.07690
2. Winter Billing Months of December, January, and February (on-peak)	\$0.03734

3. During All Other Hours (off-peak)	\$0.03759
Rate B: Non-Time Differentiated	
All kWh purchased by company	\$0.04262

Proposed Rate

No change is proposed.

**Large Capacity Cogeneration and Small Power
Production Qualifying Facilities – Rate LQF**

Current Rate

The energy component payments and capacity component payments are formulaic determinations in accordance with the tariff.

Proposed Rate

No change is proposed.

Standard Rider for Excess Facilities – Rider EF

Current Rate

Charge for distribution facilities:

Carrying Cost: 0.93%

Operating Expenses: 0.56%

Proposed Rate

Monthly Charge for Leased Facilities: 1.61%

Monthly Charge for Facilities Supported
By a One-Time CIAC Payment: 0.75%

Standard Rider for Redundant Capacity Charge – Rider RC

Current Rate

Capacity Reservation Charge

Secondary Distribution \$0.80 per kW per month

Primary Distribution \$0.63 per kW per month

Proposed Rate

Capacity Reservation Charge

Secondary Distribution \$0.89 per kW per month

Primary Distribution \$0.70 per kW per month

Standard Rider for Supplemental or Standby Service – Rider SS

Current Rate

Contract Demand per kVA per month:

Secondary \$6.15

Primary \$5.80

Transmission \$5.63

Proposed Rate

Contract Demand per kVA per month:

Secondary \$8.57

Primary \$7.49

Transmission \$6.32

Small Green Energy Rider SGE

Current Rate

\$5.00 per 300 kWh block per month

Proposed Rate

No change is proposed in this proceeding. There is a separate proceeding under Case No. 2009-00467.

Large Green Energy Rider LGE

Current Rate

\$13.00 per 1,000 kWh block per month

Proposed Rate

No change is proposed in this proceeding. There is a separate proceeding under Case No. 2009-00467.

Brownfield Development Rider BDR

Current Rate

Electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except:

- a) for the twelve consecutive monthly billings of the first contract year, the demand charge shall be reduced by 50%;
- b) for the twelve consecutive monthly billings of the second contract year, the demand charge shall be reduced by 40%;
- c) for the twelve consecutive monthly billings of the third contract year, the demand charge shall be reduced by 30%;
- d) for the twelve consecutive monthly billings of the fourth contract year, the demand charge shall be reduced by 20%;
- e) for the twelve consecutive monthly billings of the fifth contract year, the demand charge shall be reduced by 10%; and
- f) all subsequent billing shall be at the full charges stated in the applicable rate schedule.

Proposed Rate

No change is proposed.

Real-Time Pricing Rider RTP

Current Rate

Billing under this Rider is formulaic.

Proposed Rate

No change is proposed.

Standard Rider for Low Emission Vehicle Service – Rider LEV

Current Rate

This Rider is not currently available.

Proposed Rate

Basic Service Charge:	\$15.00 per month
Energy Demand Charge:	
Off-Peak Hours	\$0.04556 per kWh
Intermediate Hours	\$0.06583 per kWh
Peak Hours	\$0.12672 per kWh

Minimum Charge: The Basic Service Charge.

Returned Payment Charge

Current Rate

\$10.00

Proposed Rate

No change is proposed from the current charge.

Meter Test Charge

<u>Current Rate</u>	\$60.00
<u>Proposed Rate</u>	No change is proposed from the current charge.

Disconnecting and Reconnecting Service Charge

<u>Current Rate</u>	\$25.00
<u>Proposed Rate</u>	(Renamed "Disconnect/Reconnect Service Charge") No change is proposed from the current charge.

Meter Pulse Charge

Current Rate
Where a Customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per month will be made for those data pulses. Time pulses will not be supplied.

Proposed Rate
Where a Customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per pulse per month will be made for those data pulses. Time pulses will not be supplied.

Meter Data Processing Charge

Current Rate
A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports.

Proposed Rate
No change is proposed from the current charge; however, if a customer is not recorder metered and desires to have such metering installed, the customer will pay all costs associated with installing the recorder meter.

Home Energy Assistance Program

<u>Current Rate</u>	\$0.15 per meter per month
<u>Proposed Rate</u>	No change is proposed from the current charge.

Customer Deposits

Current Rate
Customers Served Under Residential Service Rate RS \$135.00
Customers Served Under General Service Rate GS \$140.00
For all other Customers not classified herein, the deposit will be no more than 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly.
Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.

Proposed Rate
Customers Served Under Residential Service Rate RS \$160.00
Customers Served Under General Service Rate GS \$220.00
For all other Customers not classified herein, the deposit will be no more than 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly.
Company may offer residential or general service customers the option of

paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. The option to pay deposits by installments will not be offered to customers required to make a deposit as a condition of reconnection following disconnection for non-payment. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.

Kentucky Utilities Company proposes to change the text of the following electric tariffs: Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Service Rate PS, Time-of-Day Service Rate TOD, Large Time-of-Day Service Rate LTOD, Retail Transmission Service Rate RTS, Industrial Service Rate IS, Street Lighting Service Rate ST. LT, Private Outdoor Lighting Rate P.O.LT, Lighting Energy Rate LE, Traffic Energy Service Rate TE, Cable Television Attachment Charges, Special Charges, Curtailable Service Rider CSR, Excess Facilities Rider EF, Supplemental/Standby Service Rider SS, Intermittent and Fluctuating Loads Rider IFL, Temporary/Seasonal Service Rider TS, Brownfield Development Rider BDR, Real Time Pricing Rate RTP, Demand Side Management Cost Recovery Mechanism DSM, Environmental Cost Recovery Surcharge ECR, School Tax Adjustment Clause, and the Terms and Conditions.

Copies of the proposed tariffs containing text changes may be obtained by contacting Lonnie E. Bellar, Kentucky Utilities Company at 220 West Main Street, Louisville, Kentucky, 502-627-4830.

The foregoing rates reflect a proposed annual increase in revenues of approximately 11.5% to Kentucky Utilities Company.

The estimated amount of the annual change and the average monthly bill to which the proposed electric rates will apply for each electric customer class is as follows:

Electric Rate Class	Annual \$ Increase	Annual % Increase	Mthly Bill \$ Increase	Mthly Bill % Increase
Residential	\$58,746,914	13.54%	\$11.70	13.54%
General Service	\$16,388,192	10.06%	\$17.24	10.06%
All Electric School	\$1,149,071	13.90%	\$324.69	13.90%
Power Service	\$32,024,348	10.44%	\$307.14	10.44%
TOD Power - Sec	\$1,075,445	10.79%	\$1,636.90	10.79%
TOD Power - Pri	\$15,516,516	11.09%	\$22,784.90	11.09%
Retail Transmission	\$7,258,002	9.97%	\$19,939.56	9.97%
Industrial Service	\$1,872,641	9.87%	\$156,053.42	9.87%
Lighting	\$2,065,293	9.84%	N/A	N/A
CTAC	\$925,108	229%	N/A	N/A

KU is proposing to increase the required Customer Deposit for residential electric customers served under Residential Rate RS from the current amount

of \$135.00 to \$160.00 (19% increase), and the required Customer Deposit for general service customers served under General Service Rate GS from the current amount of \$140.00 to \$220 (57% increase).

The rates contained in this notice are the rates proposed by Kentucky Utilities Company; however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice.

Notice is further given that any corporation, association, body politic or person with a substantial interest in the matter may by written request, within thirty (30) days after publication of the notice of the proposed rate changes, request to intervene. The motion shall be submitted to the Public Service Commission, 211 Sower Boulevard, P. O. Box 615, Frankfort, Kentucky 40601, and shall set forth the grounds for the request, including the status and interest of the party. Intervention may be granted beyond the thirty (30) day period for good cause shown. Any person who has been granted intervention may obtain copies of the application and any other filing made by the utility by contacting Lonnie E. Bellar, Vice President – State Regulation and Rates, Kentucky Utilities Company, c/o E.ON U.S. LLC, 220 West Main Street, Louisville, Kentucky, 502-627-4830.

A copy of the application and testimony shall be available for public inspection at the office of Kentucky Utilities Company, 100 Quality Street, Lexington, Kentucky, or the Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky.

A copy of this Notice and the proposed tariff, once filed, shall also be available for public inspection on Kentucky Utilities Company's website at www.eon-us.com.

Kentucky Utilities Company
c/o E.ON U.S. LLC
220 West Main Street
P. O. Box 32010
Louisville, Kentucky 40232
502-627-4830

Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40601
502-564-3940

KENTUCKY PRESS SERVICE

101 Consumer Lane
(502) 223-8821

Frankfort, KY 40601
FAX (502) 875-2624

Rachel McCarty Advertising Dept.

List of newspapers running the Notice to
Kentucky Utilities Company Customers.

Barbourville Mnt. Advocate
Bardstown KY Standard
Bardwell Carlilse Co. News
Bardwell Carlilse Weekly
Beattyville Enterprise
Bedford Trimble Banner
Berea Citizen
Brooksville Bracken Co.
Brownsville Edmonson New
Calhoun McLean Co. New
Campbellsville Central KY
Carlisle Mercury
Carrollton News Democrat
Cave City Barren Progress
Central City Leader News
Central City Times Argus
Clinton Hickman Co. Gaz
Columbia Adair Progress
Corbin Times Tribune
Cumberland Tri City News
Cynthiana Democrat
Dawson Springs Progress
Eddyville Herald Ledger
Elizabethtown Hardin Inde
Elizabethtown News Enter
Falmouth Outlook
Fleming Co. News
Flemingsburg Gazette
Florence Boone Co.
Frankfort State Journal
Fulton Leader
Georgetown Graphic
Glasgow Daily Times
Greensburg Record Herald
Harlan Enterprise
Harrodsburg Herald

Hartford Ohio Co. Times
Henderson Gleaner
Hickman Courier
Hodgenville Larue Herald
Hopkinsville KY New Era
Irvine Citizen Voice Times
Irvine Estill Co. Tribune
Lagrange Oldham Era
Lancaster Central Record
Lawrenceburg Anderson News
Lebanon Enterprise:
Leitchfield News Gazette
Leitchfield Record
Lexington Herald Leader
Liberty Casey Co. News
London Sentinel Echo
Louisville Courier Journal
Madisonville Messenger
Manchester Enterprise
Marion Crittenden Press
Maysville Ledger Indep
Middlesboro Daily News
Morehead News
Morganfield Union Co.
Mt. Sterling Advocate
Mt. Vernon Signal
Munfordville Hart Co. News
New Castle Henry Co. Local
Nicholasville Jessamine
Owensboro Messneger Inq
Owenton News Herald
Owingsville Bath Co. Outlook
Paducah Sun
Paris Bourbon Citizen
Pineville Sun
Princeton Times Leader
Providence Journal Enter
Richmond Register
Robertson Co. News
Russell Springs Times

Page 2

Sebree Banner
Shelbyville Sentinel News
Shepherdsville Pioneer
Smithland Livingston Ledger
Somerset Commonwealth
Springfield Sun
Stanford Interior Journal
Sturgis News
Taylorsville Spencer Magnet
The Advocate Messenger
Three Forks Tradition
Versailles Woodford Sun
Warsaw Gallatin News
Whitley City McCreary Record
Whitley City McCreary Voice
Wickliffe Advance Yeoman
Williamsburg News Journal
Williamstown Grant Co. News
Winchester Sun

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(2)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Notice of Intent. Utilities with gross annual revenues greater than \$1,000,000 shall file with the commission a written notice of intent to file a rate application at least four (4) weeks prior to filing their application. The notice of intent shall state whether the rate application shall be supported by a historical test period or a fully forecasted test period. This notice shall be served upon the Attorney General, Utility Intervention and Rate Division.

Response:

See attached.

KU's Notice of Intent



RECEIVED

DEC 30 2009

PUBLIC SERVICE
COMMISSION

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

Kentucky Utilities Company
State Regulation and Rates
220 West Main Street
PO Box 32010
Louisville, Kentucky 40232
www.eon-us.com

Lonnie E. Bellar
Vice President
T 502-627-4830
F 502-217-2109
lonnie.bellar@eon-us.com

December 30, 2009

Dear Mr. DeRouen:

Please take notice that Kentucky Utilities Company ("KU") intends to file on or after January 29, 2010, a rate application for a general adjustment in its electric base rates. The application will be supported by a historic test year ending October 31, 2009.

Please assign this matter a case number and style and advise us of the same so that it can be incorporated into the application and supporting testimony before it is filed with the Commission.

Should you have any questions, please contact me at your first convenience.

Sincerely,

Lonnie E. Bellar

cc: Dennis G. Howard II
Assistant Attorney General
Office of Rate Intervention
Kentucky Attorney General

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(3)
Sponsoring Witness: Lonnie E. Bellar
Page 1 of 2

Description of Filing Requirement:

Form of notice to customers. Every utility filing an application pursuant to this section shall notify all affected customers in the manner prescribed herein. The notice shall include the following information:

- (a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply;*
- (b) The present rates and the proposed rates for each customer class to which the proposed rates would apply;*
- (c) Electric, gas, water and sewer utilities shall include the effect upon the average bill for each customer class to which the proposed rate change will apply;*
- (d) Local exchange companies shall include the effect upon the average bill for each customer class for the proposed rate change in basic local service;*
- (e) A statement that the rates contained in this notice are the rates proposed by (name of utility); however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice;*
- (f) A statement that any corporation, association, or person with a substantial interest in the matter may, by written request, within thirty (30) days after publication or mailing of this notice of the proposed rate changes request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown;*
- (g) A statement that any person who has been granted intervention by the commission may obtain copies of the rate application and any other filings made by the utility by contacting the utility through a name and address and phone number stated in this notice;*
- (h) A statement that any person may examine the rate application and any other filings made by the utility at the main office of the utility or at the commission's office indicating the addresses and telephone numbers of both the utility and the commission; and*

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(3)
Sponsoring Witness: Lonnie E. Bellar
Page 2 of 2

Description of Filing Requirement (continued):

- (i) The commission may grant a utility with annual gross revenues greater than \$1,000,000, upon written request, permission to use an abbreviated form of published notice of the proposed rates provided the notice includes a coupon which may be used to obtain all of the information required herein.*

Response:

Please refer to the Certificate of Notice provided in Filing Requirement 807 KAR 5:001 Section 10(1)(a)9, [Tab No. 9].

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(4)(a)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Manner of notification. Sewer utilities shall give the required typewritten notice by mail to all of their customers pursuant to KRS 278.185.

Response:

Not applicable to KU's Application.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(4)(b)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Manner of notification. Applicants with twenty (20) or fewer customers affected by the proposed general rate adjustment shall mail the required typewritten notice to each customer no later than the date the application is filed with the commission.

Response:

Not applicable to KU's Application.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(4)(c)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Manner of notification. Except for sewer utilities, applicants with more than twenty (20) customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods:

- 1. A typewritten notice mailed to all customers no later than the date the application is filed with the commission;*
- 2. Publishing the notice in a trade publication or newsletter which is mailed to all customers no later than the date on which the application is filed with the commission; or*
- 3. Publishing the notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in the utility's service area, the first publication to be made within seven (7) days of the filing of the application with the commission.*

Response:

KU has complied with 807 KAR 5:001, Section 10(4)(c) by delivering to newspapers of general circulation in its service area a copy of the notice attached to the Certificate of Notice provided in Filing Requirement 807 KAR 5:001 Section 10(1)(a)9, [Tab No. 9] for publication once a week for three (3) consecutive weeks in a prominent manner, the first of said publications to be made within seven (7) days of the filing of the application, as set forth in the Certificate of Notice provided in Filing Requirement 807 KAR 5:001 Section 10(1)(a)9, [Tab No. 9].

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(4)(d)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Manner of notification. If the notice is published, an affidavit from the publisher verifying the notice was published, including the dates of the publication with an attached copy of the published notice, shall be filed with the commission no later than forty-five (45) days of the filed date of the application.

Response:

KU will comply with 807 KAR 5:011, Section 10(4)(d) by providing the affidavits within forty-five (45) days of the date on which KU filed its application.



Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(4)(e)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Manner of notification. If the notice is mailed, a written statement signed by the utility's chief officer in charge of Kentucky operations verifying the notice was mailed shall be filed with the commission no later than thirty (30) days of the filed date of the application.

Response:

Not applicable to KU's Application.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(4)(f)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

Manner of notification. All utilities, in addition to the above notification, shall post a sample copy of the required notification at their place of business no later than the date on which the application is filed which shall remain posted until the commission has finally determined the utility's rates.

Response:

KU has complied with 807 KAR 5:001, Section 10(4)(f) by posting its Notice, attached to the Certificate of Notice provided in Filing Requirement 807 KAR 5:001 Section 10(1)(a)9, [Tab No. 9], at its places of business on January 29, 2010, and said Notice will remain posted until the Commission has finally determined the utility's rates, as set forth in the Certificate of Notice provided in Filing Requirement 807 KAR 5:001 Section 10(1)(a)9, [Tab No. 9].

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(4)(g)
Sponsoring Witness: Lonnie E. Bellar**

Description of Filing Requirement:

Manner of notification. Compliance with this subsection shall constitute compliance with 807 KAR 5:051, Section 2.

Response:

No response is required.

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(5)
Sponsoring Witness: Lonnie E. Bellar**

Description of Filing Requirement:

Notice of hearing scheduled by the commission upon application by a utility for a general adjustment in rates shall be advertised by the utility by newspaper publication in the areas that will be affected in compliance with KRS 424.300

Response:

KU will comply with 807 KAR 5:001, Section 10(5) by publishing the Notice of Hearing in the newspapers in the areas affected. KU's advertisement of the Notice of Hearing shall comply with KRS 424.300.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(a)
Sponsoring Witness: S. Bradford Rives

Description of Filing Requirement:

A complete description and quantified explanation for all proposed adjustments, with proper support for any proposed changes in price or activity levels, and any other factors which may affect the adjustment.

Response:

Please refer to the testimonies and exhibits of S. Bradford Rives, Valerie L. Scott, Shannon L. Charnas, Ronald L. Miller, Daniel K. Arbough, Lonnie E. Bellar, W. Steven Seelye and Robert M. Conroy.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(b)
Sponsoring Witness: Lonnie E. Bellar

Description of Filing Requirement:

If the utility has gross annual revenues greater than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application.

Response:

Please refer to the testimonies and exhibits of the following persons:

- Victor S. Staffieri
- Paul W. Thompson
- Chris Hermann
- S. Bradford Rives
- Valerie L. Scott
- Shannon L. Charnas
- Ronald L. Miller
- Daniel K. Arbough
- William E. Avera
- Lonnie E. Bellar
- W. Steven Seelye
- Robert M. Conroy
- John Wolfram

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(c)
Sponsoring Witness: S. Bradford Rives

Description of Filing Requirement:

If the utility has gross annual revenues less than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application or a statement that the utility does not plan to submit any prepared testimony.

Response:

Not applicable to KU's Application.

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(6)(d)
Sponsoring Witness: Robert M. Conroy**

Description of Filing Requirement:

A statement estimating the effect that the new rates will have upon the revenues of the utility including, at minimum, the total amount of revenues resulting from the increase or decrease and the percentage of the increase or decrease.

Response:

The proposed rates (including miscellaneous charges) will increase KU's annual electric revenues approximately \$135,266,941 or 11.5%.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(e)
Sponsoring Witness: Robert M. Conroy

Description of Filing Requirement:

If the utility provides electric, gas, water, or sewer service the effect upon the average bill for each customer classification to which the proposed rate change will apply.

Response:

The average monthly bill, for each customer rate class to which the proposed rate change applies, will increase as follows:

Electric Rate Class	Annual \$ Increase	Annual % Increase	Mthly Bill \$ Increase	Mthly Bill % Increase
Residential	\$58,746,914	13.54%	\$11.70	13.54%
General Service	\$16,388,192	10.06%	\$17.24	10.06%
All Electric School	\$1,149,071	13.90%	\$324.69	13.90%
Power Service	\$32,024,348	10.44%	\$307.14	10.44%
TOD Power - Sec	\$1,075,445	10.79%	\$1,636.90	10.79%
TOD Power - Pri	\$15,516,516	11.09%	\$22,784.90	11.09%
Retail Transmission	\$7,258,002	9.97%	\$19,939.56	9.97%
Industrial Service	\$1,872,641	9.87%	\$156,053.42	9.87%
Lighting	\$2,065,293	9.84%	N/A	N/A
CTAC	\$925,108	229%	N/A	N/A

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(6)(f)
Sponsoring Witness: Lonnie E. Bellar**

Description of Filing Requirement:

If the utility is a local exchange company, the effect upon the average bill for each customer class for the proposed rate change in basic local service.

Response:

Not applicable to KU's Application.

**Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements**

**Filing Requirement
807 KAR 5:001 Section 10(6)(g)
Sponsoring Witness: Robert M. Conroy**

Description of Filing Requirement:

An analysis of customers' bills in such detail that revenues from the present and proposed rates can be readily determined for each customer class.

Response:

Please refer to the testimony and exhibits of W. Steven Seelye.

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(h)
Sponsoring Witness: S. Bradford Rives

Description of Filing Requirement:

A summary of the utility's determination of its revenue requirements based on return on net investment rate base, return on capitalization, interest coverage, debt service coverage, or operating ratio, with supporting schedules.

Response:

See attached. Supporting Schedules are filed as part of the Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab No. 42] and Rives Exhibit 8.

Kentucky Utilities Company
Revenue Requirement as of October 31, 2009

1 Fuel	353,263,540	(1)
2 Purchased Power	160,617,619	(2)
3 Operations and Maintenance	260,688,618	(3)
4 Depreciation and Amortization Expense	134,401,187	(4)
5 Taxes Other Than Income Taxes	39,322,639	(5)
6 Net Operating Income Found Reasonable	254,138,029	(6)
7 Income Tax	93,774,228	(7)
8 Gains from Disposition of Allowances	<u>(73,173)</u>	(8)
9 Total Cost of Service (Revenue Requirement)	1,296,132,687	
10 Revenues at Present Rates	1,160,847,394	(9)
11 Revenue Deficiency	<u><u>135,285,293</u></u>	(10)

- (1) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 10
- (2) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 11
- (3) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 12
- (4) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 13
- (5) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 14
- (6) See Rives Exhibit 8, line 3
- (7) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 15 (\$43,459,691) and Rives Exhibit 8, line 7 - line 5 (\$50,314,537)
- (8) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 16
- (9) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 7
- (10) See Rives Exhibit 8, line 7

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(i)
Sponsoring Witness: S. Bradford Rives

Description of Filing Requirement:

A reconciliation of the rate base and capital used to determine its revenue requirement.

Response:

See attached.

KENTUCKY UTILITIES COMPANY

Reconciliation of Capitalization and Net Original Cost Rate Base

Line No.		Total Company Balance as of 10/31/2009	Kentucky Jurisdictional	Other Jurisdictional
1	Rate Base Percentage (Exhibit 3, Line 19)		87.15%	12.85%
2	Capitalization:			
3	Common Equity	\$ 1,933,128,508		
4	Long-Term Debt	1,631,779,405		
5	Short-Term Debt	19,665,954		
6	Subtotal	<u>\$ 3,584,573,867</u>	<u>\$ 3,123,956,125</u>	<u>\$ 460,617,742</u>
7	Adjustments to Capitalization:			
8	Trimble County Joint Use Assets Transfer	48,380,869	42,163,926	6,216,943
9	Undistributed Subsidiary Earnings	(6,207,858)	(5,410,148)	(797,710)
10	Investment in EEI	(1,295,800)	(1,129,290)	(166,510)
11	Investment in OVEC and Other	(840,261)	(732,287)	(107,974)
12	Environmental Compliance Plans	(104,304,706)	(104,304,706)	-
13	Subtotal	<u>(64,267,756)</u>	<u>(69,412,505)</u>	<u>5,144,749</u>
14				
15	Total Capitalization As Filed	<u>\$ 3,520,306,111</u>	<u>\$ 3,054,543,620</u>	<u>\$ 465,762,491</u>
16				
17	Assets per books not included in rate base:			
18	Net ARO Assets	(4,444,539)	(3,839,326)	(605,213)
19	Other Property & Investments	(10,160,161)	(8,854,580)	(1,305,581)
20	Non-Hedging Derivative Assets	(1,347,390)	(1,174,250)	(173,140)
21	Unamortized Debt Expense	(4,876,367)	(4,249,754)	(626,613)
22	Unamortized Loss on Bonds	(13,085,263)	(11,403,807)	(1,681,456)
23	Deferred Regulatory Assets	(277,195,710)	(241,576,062)	(35,619,648)
24	Other Deferred Debits	(42,704,975)	(37,217,386)	(5,487,589)
25	BTL Portion of Accumulated Deferred Income Taxes	(5,768,358)	(5,048,801)	(719,557)
26	Subtotal	<u>(359,582,763)</u>	<u>(313,363,966)</u>	<u>(46,218,797)</u>
27				
28	Liabilities per books not included in rate base:			
29	Other Deferred Credits	37,176,109	32,398,979	4,777,130
30	Non-Hedging Derivative Liabilities	903,991	787,828	116,163
31	Regulatory Liabilities	35,540,518	31,005,026	4,535,492
32	ARO Liabilities	34,007,190	29,637,266	4,369,924
33	Misc. Long-term Liabilities	2,574,013	2,243,252	330,761
34	Accumulated Provision for Pension & Postretirement	173,879,866	151,536,303	22,343,563
35	Subtotal	<u>284,081,687</u>	<u>247,608,654</u>	<u>36,473,033</u>
36				
37	Capitalization per books not included in rate base:			
38	Undistributed Subsidiary Earnings	6,207,858	5,410,148	797,710
39				
40	Items reflected in rate base:			
41	Inventory - 13 month average vs. end of period	(16,192,651)	(14,650,436)	(1,542,215)
42	Allowances - 13 month average vs. end of period	(509,461)	(449,953)	(59,508)
43	Prepayments - 13 month average vs. end of period	(651,638)	(537,239)	(114,399)
44	Environmental Compliance Plans	104,304,706	104,304,706	-
45	Trimble County Joint Use Assets Transfer	(48,380,869)	(42,163,926)	(6,216,943)
46	Cash Working Capital Formula vs. Actual	147,658,264	132,994,896	14,663,368
47	Capitalization / Rate Base Allocation Differences	-	(3,971,560)	3,971,560
48	Subtotal	<u>186,228,351</u>	<u>175,526,488</u>	<u>10,701,863</u>
49				
50	Total Reconciliation	<u>116,935,133</u>	<u>115,181,324</u>	<u>1,753,809</u>
51				
52	Total Net Original Cost Rate Base (Exhibit 3, Line 18)	<u>\$ 3,637,241,244</u>	<u>\$ 3,169,724,944</u>	<u>\$ 467,516,300</u>

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(j)
Sponsoring Witness: Shannon L. Charnas

Description of Filing Requirement:

A current chart of accounts if more detailed than the Uniform System of Accounts prescribed by the commission.

Response:

See attached.

Current Chart of Accounts

Account	Account Description
101101	PROPERTY UNDER CAPITAL LEASES
101102	PLANT IN SERVICE - ELECTRIC FRANCHISES AND CONSENTS
101103	PLANT IN SERVICE - MISC. INTANGIBLE PLANT
101104	PLANT IN SERVICE - ELECTRIC LAND AND LAND RIGHTS
101105	PLANT IN SERVICE - ELECTRIC STRUCTURES
101106	PLANT IN SERVICE - ELECTRIC EQUIPMENT
101107	PLANT IN SERVICE- ELECTRIC ARO ASSET RETIREMENT COST-EQUIPMENT
101108	PLANT IN SERVICE - ELECTRIC HYDRO EQUIPMENT
101109	PLANT IN SERVICE - ELECTRIC DISTRIBUTION EQUIPMENT
101110	PLANT IN SERVICE - LEASED PROPERTY
101111	PLANT IN SERVICE - ELECTRIC GENERAL EQUIPMENT
101112	PLANT IN SERVICE - ELECTRIC COMMUNICATION EQUIPMENT
101125	PLANT IN SERVICE- ELECTRIC ARO ASSET RETIREMENT COST-LAND/BUILDING
101202	PLANT IN SERVICE - GAS FRANCHISES AND CONSENTS
101204	PLANT IN SERVICE - GAS LAND AND LAND RIGHTS
101205	PLANT IN SERVICE - GAS STRUCTURES
101206	PLANT IN SERVICE - GAS UNDERGROUND AND TRANSMISSION EQUIPMENT
101207	PLANT IN SERVICE- GAS ARO ASSET RETIREMENT COST-EQUIPMENT
101208	PLANT IN SERVICE - GAS TRANSPORTATION EQUIPMENT
101209	PLANT IN SERVICE - GAS DISTRIBUTION EQUIPMENT
101211	PLANT IN SERVICE - GAS GENERAL EQUIPMENT
101225	PLANT IN SERVICE- GAS ARO ASSET RETIREMENT COST-LAND/BUILDING
101301	PLANT IN SERVICE - COMMON ORGANIZATION
101302	PLANT IN SERVICE - COMMON FRANCHISES AND CONSENTS
101303	PLANT IN SERVICE - COMMON MISC. INTANGIBLE PLANT
101304	PLANT IN SERVICE - COMMON LAND AND LAND RIGHTS
101305	PLANT IN SERVICE - COMMON STRUCTURES
101307	PLANT IN SERVICE - COMMON ARO ASSET RETIREMENT COST - EQUIPMENT
101311	PLANT IN SERVICE - COMMON GENERAL EQUIPMENT
101312	PLANT IN SERVICE - COMMON COMMUNICATION EQUIPMENT
101325	PLANT IN SERVICE- COMMON ARO ASSET RETIREMENT COST-LAND/BUILDING
101901	PLANT IN SERVICE - CONTRA ASSET FOR WKE IMPAIRMENT
102001	ELECTRIC PLANT-PURCHASED OR SOLD
105001	PLT HELD FOR FUT USE
106102	COMPL CONST NOT CL - ELECTRIC FRANCHISES AND CONSENTS
106103	COMPL CONST NOT CL - MISC. INTANGIBLE PLANT
106104	COMPL CONST NOT CL - ELECTRIC LAND AND LAND RIGHTS
106105	COMPL CONST NOT CL - ELECTRIC STRUCTURES
106106	COMPL CONST NOT CL - ELECTRIC EQUIPMENT
106108	COMPL CONST NOT CL - ELECTRIC HYDRO EQUIPMENT
106109	COMPL CONST NOT CL - ELECTRIC DISTRIBUTION EQUIPMENT
106110	COMPL CONST NOT CL - LEASED PROPERTY
106111	COMPL CONST NOT CL - ELECTRIC GENERAL EQUIPMENT
106112	COMPL CONST NOT CL - ELECTRIC COMMUNICATION EQUIPMENT
106202	COMPL CONST NOT CL - GAS FRANCHISES AND CONSENTS
106204	COMPL CONST NOT CL - GAS LAND AND LAND RIGHTS
106205	COMPL CONST NOT CL - GAS STRUCTURES
106206	COMPL CONST NOT CL - GAS UGD AND TRANSMISSION EQUIP
106208	COMPL CONST NOT CL - GAS TRANSPORTATION EQUIPMENT
106209	COMPL CONST NOT CL - GAS DISTRIBUTION EQUIPMENT
106211	COMPL CONST NOT CL - GAS GENERAL EQUIPMENT
106301	COMPL CONST NOT CL - COMMON ORGANIZATION
106302	COMPL CONST NOT CL - COMMON FRANCHISES AND CONSENTS
106303	COMPL CONST NOT CL - COMMON MISC. INTANGIBLE PLANT
106304	COMPL CONST NOT CL - COMMON LAND AND LAND RIGHTS
106305	COMPL CONST NOT CL - COMMON STRUCTURES
106311	COMPL CONST NOT CL - COMMON GENERAL EQUIPMENT
106312	COMPL CONST NOT CL - COMMON COMMUNICATION EQUIPMENT
107001	CONSTR WORK IN PROG
107900	CLOSED 08/09 - CAP-ALLOCATION
108001	ACCUM DEPR-PLANT
108015	ACCUM DEPR-DISTRIBUTION
108099	RWIP - OTHER CREDITS
108104	ACCUM. DEPR. - ELECTRIC LAND RIGHTS
108105	ACCUM. DEPR. - ELECTRIC STRUCTURES
108106	ACCUM. DEPR. - ELECTRIC EQUIPMENT

Account	Account Description
108107	ACCUM. DEPR. - ELECTRIC ARO ASSET RETIREMENT COST-EQUIPMENT
108108	ACCUM. DEPR. - ELECTRIC HYDRO EQUIPMENT
108109	ACCUM. DEPR. - ELECTRIC DISTRIBUTION EQUIPMENT
108110	ACCUM. DEPR. - LEASED PROPERTY
108111	ACCUM. DEPR. - ELECTRIC GENERAL EQUIPMENT
108112	ACCUM. DEPR. - ELECTRIC COMMUNICATION EQUIP.
108113	ACCUM. DEPR. - ELECTRIC TRANSPORTATION EQUIP.
108114	ACCUM. DEPR. - COR - ELECTRIC LAND RIGHTS
108115	ACCUM. DEPR. - COR - ELECTRIC STRUCTURES
108116	ACCUM. DEPR. - COR - ELECTRIC EQUIPMENT
108118	ACCUM. DEPR. - COR - ELECTRIC HYDRO EQUIPMENT
108119	ACCUM. DEPR. - COR - ELECTRIC DISTRIBUTION
108120	ACCUM. DEPR. - COR - ELECTRIC GENERAL PROPERTY
108121	ACCUM. DEPR. - COR - ELECTRIC COMMUNICATION EQUIP.
108122	ACCUM. DEPR. - COR - LEASED PROPERTY
108125	ACCUM. DEPR. - ELECTRIC ARO ASSET RETIREMENT COST-LAND/BUILDING
108204	ACCUM. DEPR. - GAS LAND RIGHTS
108205	ACCUM. DEPR. - GAS STRUCTURES
108206	ACCUM. DEPR. - GAS UNDERGROUND & TRANSMISSION EQUIPMENT
108207	ACCUM. DEPR. - GAS ARO ASSET RETIREMENT COST-EQUIPMENT
108209	ACCUM. DEPR. - GAS DISTRIBUTION EQUIPMENT
108211	ACCUM. DEPR. - GAS GENERAL EQUIP.
108213	ACCUM. DEPR. - GAS TRANSPORTATION EQUIP.
108215	ACCUM. DEPR. - COR - GAS STRUCTURES
108216	ACCUM. DEPR. - COR - GAS UNDERGROUND & TRANSMISSION EQUIP.
108219	ACCUM. DEPR. - COR - GAS DISTRIBUTION EQUIPMENT
108220	ACCUM. DEPR. - COR - GAS GENERAL EQUIP.
108225	ACCUM. DEPR. - GAS ARO ASSET RETIREMENT COST-LAND/BUILDING
108304	ACCUM. DEPR. - COMMON LAND RIGHTS
108305	ACCUM. DEPR. - COMMON STRUCTURES
108307	ACCUM. DEPR. - COMMON ARO ASSET RETIREMENT COST-EQUIPMENT
108311	ACCUM. DEPR. - COMMON GENERAL EQUIPMENT
108312	ACCUM. DEPR. - COMMON COMMUNICATION EQUIPMENT
108313	ACCUM. DEPR. - COMMON TRANSPORTATION EQUIP.
108315	ACCUM. DEPR. - COR - COMMON STRUCTURES
108321	ACCUM. DEPR. - COR - COMMON EQUIPMENT
108325	ACCUM. DEPR. - COMMON ARO ASSET RETIREMENT COST-LAND/BUILDING
108414	ACCUM. DEPR. - SALVAGE - ELECTRIC LAND RIGHTS
108415	ACCUM. DEPR. - SALVAGE - ELECTRIC STRUCTURES
108416	ACCUM. DEPR. - SALVAGE - ELECTRIC EQUIPMENT
108418	ACCUM. DEPR. - SALVAGE - ELECTRIC HYDRO EQUIPMENT
108419	ACCUM. DEPR. - SALVAGE - ELECTRIC DISTRIBUTION
108420	ACCUM. DEPR. - SALVAGE - ELECTRIC GENERAL PROPERTY
108421	ACCUM. DEPR. - SALVAGE - ELECTRIC COMMUNICATION EQUIP.
108515	ACCUM. DEPR. - SALVAGE - GAS STRUCTURES
108516	ACCUM. DEPR. - SALVAGE - GAS UNDERGROUND & TRANSMISSION EQUIP.
108519	ACCUM. DEPR. - SALVAGE - GAS DISTRIBUTION EQUIPMENT
108520	ACCUM. DEPR. - SALVAGE - GAS GENERAL EQUIP.
108615	ACCUM. DEPR. - SALVAGE - COMMON STRUCTURES
108621	ACCUM. DEPR. - SALVAGE - COMMON EQUIPMENT
108622	ACCUM. DEPR. - SALVAGE - COMMON COMMUNICATION EQUIPMENT
108799	RWIP-ARO LEGAL
108901	RETIREMENT - RWIP
108902	RWIP - COR RECLASS
111101	ACCUM AMORT - CAPITAL LEASE
111102	AMORTIZATION EXPENSE - ELECTRIC FRANCHISES AND CONSENTS
111103	AMORTIZATION EXPENSE - ELECTRIC INTANGIBLES
111202	AMORTIZATION EXPENSE - GAS FRANCHISES AND CONSENTS
111301	ACCUM AMORT-DEFERRED PREOP
111302	AMORTIZATION EXPENSE - COMMON FRANCHISES AND CONSENTS
111303	AMORTIZATION EXPENSE - COMMON INTANGIBLES
111304	ACCUM AMORT-DEFERRED ORGANIZATION COSTS
117001	GAS STORED-NONCUR
117101	GAS STORED - NONCURRENT RECOVERABLE BASE GAS
121001	NONUTIL PROP IN SERV
121103	MACHINERY & EQUIPMENT

Account	Account Description
121105	LEASEHOLD IMPROVEMENTS
121106	COMPUTER EQUIPMENT
121107	FURNITURE & FIXTURES
121108	COMPUTER SOFTWARE
121109	CONSTRUCTION IN PROGRESS - NON-UTILITY
122001	ACCUM DEPR/DEPL
122002	ACCUM AMORT-NONUTIL
122203	MACHINERY & EQUIPMENT - ACCUM DEPRECIATION
122205	LEASEHOLD IMPROVEMENTS - ACCUM DEPRECIATION
122206	COMPUTER EQUIPMENT - ACCUM DEPRECIATION
122207	FURNITURE & FIXTURES - ACCUM DEPRECIATION
122208	COMPUTER SOFTWARE - ACCUM DEPRECIATION
123001	INVEST. IN ASSOC CO - EEI
123101	INVEST IN SUB CO-EQUITY-UNDIST EARN
123103	INVEST IN LGE
123104	INVEST IN LGE CAPITAL
123105	INVESTMENT IN KU
123108	INVEST IN LEM
123109	INVEST IN SERVCO
123110	INVEST IN LPI
123111	INVEST IN LII
123112	INVEST IN HOME SERVICES
123114	INVEST IN KU SOLUTIONS
123116	INVEST IN WKE
123117	INVEST IN FSF MINERALS
123118	INVEST IN FCD LLC
123119	INVEST IN LCC LLC
123120	INVEST IN E ON U.S. NATURAL GAS TRADING INC.
123121	CLOSED 08/09 - INVEST IN WKEC CAYMAN ISLANDS I
123169	CLOSED 07/09 - INVEST IN NATURAL SERVICIOS
123170	INVEST IN CUYANA
123171	CLOSED 07/09 - INVEST IN GAS BAN
123173	INVEST IN CENTRO
123174	INVEST IN ARGENTINA I
123177	INVEST IN CENTRO SA
123178	INVEST IN ARGENTINA II
123179	INVEST IN ARGENTINA III
123180	INVEST IN LGE POWER DEVELOPMENT
123181	INVEST IN LGE POWER OPERATIONS
124002	INVESTMENT IN OVEC
124009	INVESTMENTS IN COMMUNITY DEVELOPMENT
124193	DISCONTINUED OPERATIONS - FIXED ASSETS
124194	DISCONTINUED OPERATIONS - FINANCIAL ASSETS
124195	DISCONTINUED OPERATIONS - CURRENT ASSETS
124196	DISCONTINUED OPERATIONS - OTHER ASSETS
128002	CLOSED 07/09 - OTHER SPECIAL FUNDS - SHORT-TERM
128013	CLOSED 08/09 - COLLATERAL DEPOSIT - IR SWAPS
128014	CLOSED 02/09 - RESTRICTED CASH - ARENA ADVANCE
128015	CLOSED 06/09 - OMU-INTEREST ON RESERVE, NEW
128016	CLOSED 06/09 - OMU-RI ON MAINTENANCE RESERVE
128017	CLOSED 06/09 - OMU-RI ON ADDITIONS AND REPLACEMENTS
128018	CLOSED 06/09 - OMU-RI ON OPERATIONS
128019	CLOSED 06/09 - OMU-RI INTEREST ON PURCHASE POWER
128020	CLOSED 06/09 - OMU-PURCHASED POWER, COAL RESERVE
128023	PREPAID PENSION
128025	CLOSED 02/09 - RESTRICTED CASH - MUSEUM PLAZA
128026	COLLATERAL DEPOSIT - IR SWAPS
131005	JP MORGAN CHASE
131006	BBANDT (formerly BANK OF LOUISVILLE)
131011	LEM CASH ACCOUNT
131013	FARMERS BANK
131016	M&T BANK
131018	NAT CITY BK-\$8.90 PREF ACCT
131019	NAT CITY BK-PAYROLL TAX ACCT
131020	NAT CITY BK-\$7,45 PREF ACCT
131021	WELLS FARGO SWEEP

Account	Account Description
131022	CITIBANK
131028	LEC FUNDING - PNC
131033	US BANK (formerly FIRSTAR)
131034	BEDFORD LOAN & DEPOSIT BANK
131037	CASH ACCOUNT - BANK OF AMERICA
131050	SUNDRY CASH COLLECT
131069	CASH CLEARING - CCS
131070	KU CASH ACCOUNTS
131080	CASH LOCKBOX-BOA
131090	CASH-BOA A/P - CLEARING
131091	CASH-BOA PAYROLL
131092	CASH-BOA FUNDING
131201	JP MORGAN/CHASE - BANK ONE
131202	JP MORGAN/CHASE - BANK ONE, LEXINGTON
131203	U S BANK - FORMERLY FIRSTAR
131204	BOA - REGULUS
131205	FIRST SOUTHERN NATIONAL BANK
131206	US BANK (E-TOWN)
131207	FIRST UNITED BANK OF HOPKINS COUNTY
131208	BB&T [AREA BANK 0028301978]
131209	FIRST NATIONAL BANK
131210	FIFTH THIRD BANK
131211	US BANK (GEORGETOWN)
131212	US BANK (WINCHESTER)
131213	U S BANK - FORMERLY FIRSTAR
131214	CITIZENS BANK & TRUST CO.
131215	U S BANK - FORMERLY FIRSTAR
131216	US BANK (MT. STERLING)
131217	U S BANK - FORMERLY FIRSTAR
131218	U S BANK - FORMERLY FIRSTAR
131219	FARMERS BANK & TRUST CO.
131220	UNITED BANK & TRUST CO.
131221	US BANK (VERSAILLES)
131222	WHITAKER BANK
131223	CITIZENS BANK
131224	KENTUCKY BANK
131225	CARLISLE DEPOSIT BANK
131226	U S BANK - FORMERLY FIRSTAR
131227	U S BANK - FORMERLY FIRSTAR
131228	BB&T [AREA BANK 20004404]
131229	CUMBERLAND VALLEY NATIONAL
131230	FIRST STATE BANK
131231	BANK OF HARLAN
131232	CITIZENS NATIONAL BANK
131233	FIRST BANK & TRUST
131234	LEE BANK AND TRUST CO
131999	ARGENTINE CASH & TEMP INVESTMENTS
134001	CLOSED 07/09 - SPECIAL DEPOSITS
134003	CLOSED 07/09 - 1ST UNION NATIONAL BANK OF DELAWARE (RESTRICTED)
134011	RESTRICTED CASH - SHORT TERM
134012	OTHER SPECIAL FUNDS - MARGIN ACCOUNT
134013	CLOSED 07/09 - COLLATERAL DEPOSIT - IR SWAPS - MATURITY OF 4-12 MONTHS
134014	OTHER SPECIAL FUNDS MARGIN ACCOUNT - NETTING
134015	MARGIN ACCOUNT - NET WITH MTM ASSET
134016	MARGIN ACCOUNT - NET WITH MTM LIABILITY
134025	RESTRICTED CASH - MUSEUM PLAZA SHORT TERM
135001	WORKING FUNDS
135002	IMPREST CHECKING
136005	TEMP INV-OTHER
136015	TEMP INV-MONEY POOL-GOLDMAN SACHS <3 MOS
141001	CLOSED 08/09 - NOTES RECEIVABLE
141002	CLOSED 06/09 - NOTE RECEIVABLE-BREC SETTLEMENT-CURRENT
141003	NOTE RECEIVABLE-BREC SETTLEMENT-CURRENT
141501	CLOSED 07/09 - NOTES RECEIVABLE - LONG TERM
141502	CLOSED 07/09 - NOTE RECEIVABLE-BREC SETTLEMENT-LONG TERM
142001	CUST A/R-ACTIVE

Account	Account Description
142002	A/R - UNPOSTEC CASH
142003	WHOLESALE SALES A/R
142004	TRANSMISSION RECEIVABLE
142008	WHOLESALE SALES ACCOUNTS RECEIVABLE-UNBILLED
142999	CUST A/R KU SUSP CIS- ACCT'G USE ONLY
143001	A/R-OFFICERS/EMPL
143003	ACCTS REC - IMEA
143004	ACCTS REC - IMPA
143006	ACCTS REC - BILLED PROJECTS
143007	ACCTS REC - NON PROJECT UTIL ACCT USE ONLY
143008	CLOSED 06/09 - EMPLOYEE COMPUTER LOANS
143009	CLOSED 06/09 - EMPLOYEE PAYROLL ADVANCES
143011	INSURANCE CLAIMS
143012	ACCTS REC - MISCELLANEOUS
143013	CLOSED 07/09 - COSTS IN EXCESS OF BILLINGS
143017	ACCTS REC - DAMAGE CLAIMS (DTS)
143020	CLOSED 07/09 - DEFAULT EMPLOYEE RECEIVABLES
143022	ACCTS REC - BEYOND THE METER
143023	ACCTS REC - SLR AND ML
143024	A/R MUTUAL AID
143025	ACCT. RECEIVABLE - EL SWAPS
143026	A/R FUTUREGEN
143027	INCOME TAX RECEIVABLE - FEDERAL
143028	INCOME TAX RECEIVABLE - STATE
143029	EMPLOYEE COMPUTER LOANS
143030	EMPLOYEE PAYROLL ADVANCES
143031	ACCTS REC - RAR SETTLEMENTS
143032	ACCTS REC - TAX REFUNDS
143033	DEFAULT EMPLOYEE RECEIVABLES
143034	A/R MISC - ENERGY MARKETING TRANSACTIONS
143040	ACCTS REC - WKE UNWIND - DISPATCH & IT ADHOC
143041	COBRA/LTD BENEFITS - RECEIVABLE
143045	OMU-INTEREST ON RESERVE ST
143046	OMU-RI ON MAINTENANCE RESERVE - ST
143047	OMU-RI ON ADDITIONS AND REPLACEMENTS
143048	OMU-RI ON OPERATIONS ST
143049	OMU-RI INTEREST ON PURCHASE POWER ST
143050	OMU-PURCHASED POWER, COAL RESERVE
143112	A/R - MF GLOBAL MARGIN CASH COLLATERAL
143114	A/R - MF GLOBAL MARGIN CASH COLLATERAL - NETTING
143115	A/R - MARGIN CASH - NET WITH MTM ASSET
143116	A/R - MARGIN CASH - NET WITH MTM LIABILITY
143999	ARGENTINE ACCOUNTS RECEIVABLE - NET
144001	UNCOLL ACCT-CR-UTIL
144002	UNCOLL ACCT-DR-C/OFF
144003	UNCOLL ACCT-CR-RECOV
144004	UNCOLL ACCT-CR-OTHER
144006	UNCOLL ACCT-A/R MISC
144009	UNCOLL ACCTS - LEM
144011	UNCOLL MISC A/R PROVISION
144012	UNCOLL MISC A/R CHARGEOFFS
144013	UNCOLL MISC A/R RECOVERIES
145006	NOTES RECEIVABLE FROM LEM
145007	NOTES RECEIVABLE - ARGENTINA II
145008	NOTES RECEIVABLE - ARGENTING III
145009	NOTES RECEIVABLE - LGE INTERNATIONAL
145010	NOTES RECEIVABLE FROM LCC
145011	N/R - MONEY POOL - LGE
145012	N/R - MONEY POOL - KU
145013	N/R - MONEY POOL - LCC
145014	N/R - MONEY POOL - LPI
145015	N/R - MONEY POOL - LEM
145019	N/R - MONEY POOL - EUSNGT
145026	NOTES RECEIVABLE FROM LEM-NON CURRENT
145027	NOTES RECEIVABLE FROM ARGENTINA II - NON CURRENT
145028	NOTES RECEIVABLE FROM ARGENTINA III - NON CURRENT

Account	Account Description
145029	NOTES RECEIVABLE FROM LG&E INTERNATIONAL-NON CURRENT
145030	NOTES RECEIVABLE FROM ECC - NON CURRENT
145100	N/R MONEY POOL - EUS
146001	CLOSED 09/09 - LG&E POWER OPERATIONS
146002	CLOSED 09/09 - LPI - IPOD
146003	CLOSED 09/09 - LEM-CONTINUING OPERATIONS
146006	CLOSED 08/09 - ACCTS REC - BILLED PROJECTS
146016	A/R FROM E.ON SVERIGE
146019	A/R FROM EUSIC
146024	A/R FROM E.ON UK
146030	A/R FROM E.ON AG
146032	A/R FROM E.ON N. AMERICA
146033	A/R FROM RUHRGAS
146034	A/R FROM EON ENERGIE
146035	I/C WITH ARGENTINA II
146036	A/R FROM E.ON IS
146040	I/C WITH ARGENTINA I
146046	A/R FROM KRAFTWERKE (ENERGIE)
146048	INTERCOMPANY DIVIDENDS RECEIVABLE FROM LG&E COMPANY
146049	INTERCOMPANY ADVANCE FROM LG&E
146050	INTERCOMPANY ADVANCE FROM KU
146051	INTERCOMPANY DIVIDENDS RECEIVABLE FROM CENTRO
146100	INTERCOMPANY
146803	CLOSED 09/09 - LEM - CONT - CAPITAL
146903	CLOSED 09/09 - LEM-CONTINUING OPERATIONS - INDIRECT
146913	CLOSED 09/09 - ARGENTINA III - INDIRECT
151010	FUEL STK-LEASED CARS
151020	COAL PURCHASES - TONS
151021	COAL - BTU ADJ - BTU
151022	COAL FINES - CONSIGNED INVENTORY
151023	IN-TRANSIT COAL
151024	COAL - CONSIGNED INVENTORY
151030	FUEL OIL - GAL
151031	FUEL OIL - BTU
151060	RAILCARS-OPER/MTCE
151061	GAS PIPELINE OPER/MTCE
151070	PETROL COKE-TEM STOR - TONS
151071	PETROL COKE-TEM STOR - BTU
151073	IN-TRANSIT PET COKE
151080	COAL BARGE SHUTTILING
151090	PROPANE
151110	SYNFUEL
154001	MATERIALS/SUPPLIES
154003	LIMESTONE
154004	COMMERCIAL LIME
154006	OTHER REAGENTS
154023	LIMESTONE IN-TRANSIT
154097	VENDOR FABRICATED WIP INVENTORY
154098	SELF-FABRICATED PARTS WIP INVENTORY
158121	SO2 ALLOWANCE INVENTORY
158122	NOX OZONE SEASON ALLOWANCE INVENTORY
158123	CLOSED 08/09 - SO2 ALLOWANCE INVENTORY-CT
158124	SO2 ALLOWANCE INVENTORY-FUTURE VINTAGE
158125	NOX ANNUAL ALLOWANCE INVENTORY
158131	IFRS-SO2 ALLOWANCE INVENTORY
158132	IFRS-NOX OZONE SEASON ALLOWANCE INVENTORY
158133	CLOSED 08/09 - IFRS-SO2 ALLOWANCE INVENTORY-CT
158134	IFRS-SO2 ALLOWANCE INVENTORY-FUTURE VINTAGE
158135	IFRS-NOX ANNUAL ALLOWANCES
163001	STORES EXPENSE
163002	WAREHOUSE EXPENSES
163003	FREIGHT
163004	ASSET RECOVERY
163005	SALES TAX
163006	PHYS INVENT ADJUSTMT
163007	INVOICE PRICE VARIANCES

Account	Account Description
163100	OTHER
164101	GAS STORED-CURRENT
165001	PREPAID INSURANCE
165002	PREPAID TAXES
165006	PREPAID GAS FRANCH
165012	PREPAID LEASE
165013	PREPAID RIGHTS OF WAY
165018	PREPAID RISK MGMT AND WC
165020	PREPAID VEHICLE LICENSE
165100	PREPAID OTHER
165101	PREPAID IT CONTRACTS
171001	INTEREST RECEIVABLE
171003	DIVIDENDS RECEIVABLE-EXTERNAL
172001	RENTS RECEIVABLE
173001	ACCRUED UTIL REVENUE
174001	MISC CURR/ACCR ASSET
175001	DERIVATIVE ASSET - NONHEDGING-CURRENT
175004	DERIVATIVE ASSET - NONHEDGING - CURRENT - NETTING
175501	DERIVATIVE ASSET-NON-HEDGING-LONG-TERM
175604	DERIVATIVE ASSET - NONHEDGING - LONG TERM - NETTING
176002	DERIVATIVE ASSET - FV HEDGING - CURRENT
181004	UNAM EXP-PCB CC2007A \$17.8M 02/26
181005	UNAM EXP-PCB TC2007A \$8.9M 03/37
181050	UNAM DEBT EXPENSE - SHORT TERM
181103	UNAM EXP-PCB CC2008A \$77.9M 02/32
181119	UNAM EXP-PCB JC2001A \$10.1M 9/27
181125	CLOSED 03/09 - UNAM EXP \$31M 6/33
181126	CLOSED 03/09 - UNAM EXP \$35.2M 6/33
181127	UNAM EXP-PCB TC2007A \$60M 6/33
181128	CLOSED 03/09 - UNAM EXP PC 00A 5/27
181129	UNAM EXP-PCB TC2000A \$83M 8/30
181145	CLOSED 03/09 - KU SERIES A, 4.75%, DUE 05/01/23
181180	UNAM EXP-PCB JC2001A \$22.5M 9/26
181181	UNAM EXP-PCB TC2001A \$27.5M 9/26
181182	UNAM EXP-PCB JC2001B \$35M 11/27
181183	UNAM EXP-PCB TC2001B \$35M 11/27
181184	UNAM EXP-PCB CC2002A \$20.93M 2/32
181185	UNAM EXP-PCB CC2002B \$2.4M 2/32
181186	UNAM EXP-PCB MERC2002A \$7.4M 2/32
181187	UNAM EXP-PCB MUHC2002A \$2.4M 2/32
181188	UNAM EXP-PCB CC2002C \$96M 10/32
181189	UNAM EXP-PCB TC2002A \$41.665M 10/32
181190	CLOSED 03/09 - UNAM EXP-PCB JC2003A \$128
181192	CLOSED 03/09 - UNAM EXP-PCB CC2004A \$50M 10/34
181194	CLOSED 03/09 - UNAM EXP - PCB JC2005A \$40M 2/35
181195	CLOSED 03/09 - UNAM EXP - PCB CC2005A \$13M 6/35
181196	CLOSED 03/09 - UNAM EXP - PCB CC2005B \$13M 6/35
181197	CLOSED 03/09 - UNAM EXP - PCB CC2006A \$17M 6/36
181198	CLOSED 03/09 - UNAM EXP - PCB CC2006C \$17M 6/36
181199	UNAM EXP-PCB CC2006B \$54M 10/34
181201	BANK LOAN ORIG FEES
181202	ACCUM AMORT-BANK LOAN ORIG FEES
182301	FASB 109 ADJ-FED
182302	FASB 109 GR-UP-FED
182303	FASB 109 ADJ-STATE
182304	FASB 109 GR-UP-STATE
182305	REGULATORY ASSET - FAS 158 OPEB
182306	FUEL ADJUSTMENT CLAUSE
182307	ENVIRONMENTAL COST RECOVERY
182308	REG ASSET - GAS SUPPLY CLAUSE
182309	VA FUEL COMPONENT
182311	FERC JURISDICTIONAL PENSION EXPENSE
182313	KCCS FUNDING-CURRENT PORTION (KY CONSORT CARBON STORAGE)
182314	OTHER REGULATORY ASSETS
182315	REGULATORY ASSET - FAS 158 PENSION
182317	OTHER REGULATORY ASSETS ARO - GENERATION

Account	Account Description
182318	OTHER REG ASSETS ARO - TRANSMISSION
182319	MILL CREEK ASH POND
182320	WINTER STORM - ELECTRIC
182321	MISO EXIT FEE
182322	RATE CASE EXPENSES - ELECTRIC - CURRENT PORTION
182323	RATE CASE EXPENSES - GAS - CURRENT PORTION
182324	EKPC FERC TRANSMISSION COSS - KY PORTION - CURRENT
182325	OTHER REGULATORY ASSETS ARO - DISTRIBUTION
182326	OTHER REGULATORY ASSETS ARO - GAS
182327	OTHER REGULATORY ASSETS ARO - COMMON
182328	FASB 109 ADJ-FED
182329	FASB 109 GR-UP-FED
182330	FASB 109 ADJ-STATE
182331	FASB 109 GR-UP-STATE
182332	CMRG FUNDING (CARBON MGT RESEARCH GROUP)
182333	KCCS FUNDING (KY CONSORTIUM FOR CARBON STORAGE)
182334	WIND STORM REGULATORY ASSET
182335	RATE CASE EXPENSES - ELECTRIC
182336	RATE CASE EXPENSES - GAS
182337	EKPC FERC TRANSMISSION COSTS - KY PORTION
182338	EKPC FERC TRANSMISSION COSTS - VA PORTION
182340	REG ASSET - PERFORMANCE-BASED RATES
182341	MISO EXIT FEE - CURRENT PORTION
182342	WINTER STORM - GAS
183201	OTH PREL SUR/INV-GAS
183301	PRELIM SURV/INV-ELEC
183302	PRELIMINARY SURV/INV ELEC - LT
183401	PREL. SURV/INV-COMMON
184001	VACATION - BURDEN CLEARING
184002	VACATION PAY
184010	HOLIDAY - BURDEN CLEARING
184011	HOLIDAY PAY
184020	SICK - BURDEN CLEARING
184021	SICK PAY
184030	OTHER OFF-DUTY - BURDEN CLEARING
184031	OTHER OFF-DUTY PAY
184040	TEAM INCENTIVE AWARD - BURDEN CLEARING
184073	CLOSED 03/09 - WORKERS COMP - PREMIUM
184074	CLOSED 03/09 - WORKERS COMP - CLAIMS
184075	WORKERS COMP - BURDEN CLEARING
184076	ADMINISTRATIVE AND GENERAL - BURDEN CLEARING
184093	LONG TERM DISABILITY - BURDEN CLEARING
184096	PENSIONS - BURDEN CLEARING
184097	FASB 106 (OPEB) - BURDEN CLEARING
184098	FASB 112 (OPEB) - BURDEN CLEARING
184101	GROUP LIFE INSURANCE - BURDEN CLEARING
184104	DENTAL INSURANCE - BURDEN CLEARING
184105	MEDICAL INSURANCE - BURDEN CLEARING
184108	401K - BURDEN CLEARING
184109	RETIREMENT INCOME - BURDEN CLEARING
184119	PENSION INTEREST - BURDEN CLEARING
184120	FASB 106 INTEREST (OPEB) - BURDEN CLEARING
184121	OTHER BENEFITS - BURDEN CLEARING
184150	SYSTEM ALLOC-CO 1
184300	CLOSED 07/09 - TRANSPORT EXP-CL
184301	GASOLINE-TRANSP
184304	VEHICLE REPR-TRANSP
184307	ADMIN/OTH EXP-TRANSP
184308	VALUE-ADD SVCSTR
184309	DIESEL FUEL-TRANSP
184312	RENT/STORAGE-TRANSP
184313	TELECOM VEHICLE RADIO / COMPUTER EXPENSES
184314	LICENSE/TAX-TRANSP
184315	DEPRECIATION-TRANSP
184318	TRANSPORTATION CLEARING ACCOUNT ADJUSTMENT
184319	FUEL ADMINISTRATION VEHICLES

Account	Account Description
184320	TRANSPORTATION EXPENSE ALLOCATION - CLEARING
184450	CL ACC TO OTH DEF CR
184500	OPR-DIST/ST BLDG-7TH
184501	MTCE-DIST/ST BLDG-7T
184504	OPERATION-SSC
184505	MAINTENANCE-SSC
184510	MTCE-WATERSIDE STRUC
184511	MISC SERV-WATERSIDE
184514	OPERATION-ESC
184515	MAINTENANCE-ESC
184516	OPERATION-BOC
184517	MAINTENANCE-BOC
184518	OPERATION-AUBURNDALE
184519	MAINT-AUBURNDALE
184520	MISC FAC O/M-OFFSET
184600	ENGINEERING OVERHEADS - GENERATION
184602	ENGINEERING OVERHEADS - DISTRIBUTION
184603	ENGINEERING OVERHEADS - RETAIL GAS
184605	ENGINEERING OVERHEADS - TRANSMISSION
184612	ENGINEERING OVERHEADS - DISTRIBUTION
184650	CUSTOMER ADVANCES - CLEARING
184701	EMPLOYEE ADVANCES - CLEARING
184702	EXPENSE CREDIT CARD CLEARING
186001	MISC DEFERRED DEBITS
186003	CLOSED 04/09 - MISC DEF DEBIT-GSCA
186004	FINANCING EXPENSE
186008	CLOSED 08/09 - SITE ASSESS-7THANDORM
186013	PWR PURCHASE OPT PREM
186016	CLOSED 08/09 - RETENTION COSTS
186019	LONG-TERM DERIVATIVE ASSET (FAS 133)
186020	OMU EMISSION ALLOWANCES
186021	LGE RATE CASE - ELECTRIC
186022	LGE RATE CASE - GAS
186023	KU RATE CASE
186024	CLOSED 04/09 - MERGER SURCREDIT SETTLEMENT
186026	CLOSED 04/09 - FUEL ADJUSTMENT CLAUSE
186027	CLOSED 04/09 - ENVIRONMENTAL COST RECOVERY
186028	CLOSED 04/09 - GAS PBR
186029	CLOSED 04/09 - VA FUEL COMPONENT
186030	CLOSED 08/09 - REG ASSET - GENERAL MGMT AUDIT ELECTRIC
186031	CLOSED 08/09 - REG ASSET - GENERAL MGMT AUDIT GAS
186032	CLOSED 08/09 - REG ASSET - GENERAL MGMT AUDIT ELECTRIC
186035	KEY MAN LIFE INSURANCE
186036	LAND OPTIONS
186037	NOTE RECEIVABLE-BREC SETTLEMENT-LONGTERM
186038	INCOME TAX RECEIVABLE - LONG-TERM - FEDERAL
186049	PRELIMINARY CELL SITE COSTS
186050	CLOSED 10/09 - CUSTOMER ORDERS
186051	REAL TIME PRICING PILOT PROGRAM DEFERRED COSTS
186080	CLOSED 08/09 - LG&E LT DER ASSET FAS 133 WAC
186081	LT DERIVATIVE ASSET FAS 133 JPM
186082	LT DERIVATIVE ASSET FAS 133 MS1
186083	LT DERIVATIVE ASSET FAS 133 MS2
186084	LT DERIVATIVE ASSET FAS 133 BOA
186085	CLOSED 08/09 - LT DERIVATIVE ASSET FAS 133 WAC
186200	RCANDEEP LGE ADM-LAB
186201	RCANDEEP LGE ADM-NOLAB
186225	RCANDEEP WEATHERIZ.
186235	RCANDEEP OTHER
186240	CLOSED 09/09 - RCANDEEP CLEARING
186251	RES DIR LOAD CONTROL
186260	RES ENERGY AUD
186340	CLOSED 09/09 - SM COMM CONS PROGRAM
186380	CLOSED 09/09 - DSM PROGRAM
186400	CLOSED 07/09 - DEFERRED PENSION EXPENSE
186502	CLOSED 08/09 - DEFERRED UNDERWRITING FEES

Account	Account Description
186504	DEFERRED ORGANIZATION COSTS
186505	GOODWILL
186552	CLOSED 08/09 - ACCUM AMORT-DEFERRED UNDERWRITING
186576	CARROLLTON SALE/LEASEBACK
189003	UNAM LOSS-PCB CC2008A \$77.9M 02/32
189004	UNAM LOSS-1985J \$25M 07/95
189007	UNAM LOSS-FMB \$25M 10/09
189008	UNAM LOSS-1976B \$35.2M 09/06
189009	UNAM LOSS-1975A \$31M 09/00
189010	UNAM LOSS-1987A \$60M 08/97
189024	UNAM LOSS-PCB JC1990A \$25M 06/15
189025	UNAM LOSS-PCB TC1990A \$83.3M 11/20
189030	UNAM LOSS-PCB JC1992A \$31M 09/17
189031	UNAM LOSS-PCB JC1993A \$35.2M 08/13
189034	UNAM LOSS-FMB Series R 06/25
189035	UNAM LOSS-PCB TC1992A \$60M 09/17
189042	UNAM LOSS-PCB MERC2000A \$12.9M 05/23
189044	UNAM LOSS \$17.8M 2/26
189045	UNAM LOSS \$8.9M 3/37
189049	UNAM LOSS - KU SERIES 10 \$54M
189050	UNAM DEBT LOSS - SHORT TERM
189080	UNAM LOSS-PCB JC1996A \$22.5M 09/26
189081	UNAM LOSS-PCB TC1996A \$27.5M 09/26
189082	UNAM LOSS-PCB JC1997A \$35M 11/27
189083	UNAM LOSS-PCB TC1997A \$35M 11/27
189084	UNAM LOSS-PCB CC2002A \$20.93M 2/32
189085	UNAM LOSS-PCB CC2002B \$2.4M 2/32
189086	UNAM LOSS-PCB MERC2002A \$7.4M 2/32
189087	UNAM LOSS-PCB MUHC2002A \$2.4M 2/32
189088	UNAM LOSS-PCB CC2002C \$96M 10/32
189089	UNAM LOSS-TC1990B \$41.665M 10/20
189090	UNAM LOSS-JC1993B \$26M 11/03
189091	UNAM LOSS-FMB Series P \$33M 05/15
189092	UNAM LOSS-PCB CC2004A \$50M 10/34
189093	UNAM LOSS-PCB \$7.2M REDEEMED
189094	UNAM LOSS-JC1995A \$40M 11/05
189095	CLOSED 03/09 - UNAM LOSS 5.875 PRE STK
189096	UNAM LOSS-PCB CC1994A \$54M 11/24
189098	UNAM LOSS-PCB CC2006C \$16.7M 05/36
189125	UNAM LOSS-PCB LM/JC2007A \$31M 06/33
189126	UNAM LOSS-PCB LM/JC2007B \$35.2M 06/33
189128	UNAM LOSS-PCB JC2000A \$25M 05/27
189190	UNAM LOSS-LM/JC2003A \$128M 10/33
189194	UNAM LOSS-PCB LM/JC2005A \$40M 02/35
189195	UNAM LOSS-PCB CC2005A \$13M 06/35
189196	UNAM LOSS-PCB CC2005B \$13M 06/35
189197	UNAM LOSS-PCB CC2006A \$17M 06/36
190001	ACC DEF INC TAX-FED
190002	ACC DEF INC TAX CURRENT-FED
190003	ACC DEF INC TAX-ST
190004	ACC DEF INC TAX CURRENT - STATE
190005	ACC DEF INC TAX-DISCO-FED
190006	ACC DEF INC TAX-DISCO-ST
190007	FASB 109 ADJ-FED
190008	FASB 109 GRS-UP-FED
190009	FASB 109 ADJ-STATE
190010	FASB 109 GRS-UP-ST
190011	FAS 133 DEF TAX ASSET-FED
190012	FAS 133 DEF TAX ASSET-STATE
190307	DTA ON INVENTORIES
190308	DTA ON RECEIV. AND OTHER ASSETS (NON DERIV.)
190311	DTA ON OTHER REC. FR. DERIV. - CURRENT
190315	DTA ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS
190318	DTA ON LIABILITIES (EXCLUDING DERIVATIVES)
190322	DTA ON LOSSES CARRIED FORWARD
190361	NETTING OUT DEFERRED TAX ASSETS - A

Account	Account Description
190362	NETTING OUT DEFERRED TAX ASSETS - B
190403	DTA ON FIXED ASSETS
190405	DTA ON SHARES IN ASSOC. COMPANIES AND OTHER SHAREHOLDINGS
190408	DTA ON RECEIV. AND OTHER ASSETS (NON DERIV.)
190410	DTA ON OTHER RECEIVABLES FR. DERIV. FINANCIAL INSTRUMENTS
190411	DTA ON OTHER REC. FR. DERIV. - NON-CURRENT
190413	DTA ON PROVISIONS FOR PENSIONS - SORIE - FED (NON-CURRENT)
190414	DTA ON PROVISIONS FOR PENSIONS - OCI - FED (NON-CURRENT)
190415	DTA ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS
190418	DTA ON LIABILITIES (EXCLUDING DERIVATIVES)
190422	DTA ON LOSSES CARRIED FORWARD
190423	DTA ON TAX CREDITS
190424	DTA ON VALUATION ALLOWANCE
190426	DTA AS RESULT OF SPECIFIC FOREIGN COUNTRY ITEMS
190461	NETTING OUT DEFERRED TAX ASSETS - C
190462	NETTING OUT DEFERRED TAX ASSETS - D
190507	DTA ON INVENTORIES - STATE
190508	DTA ON RECEIV. AND OTHER ASSETS (NON DERIV.) - STATE
190511	DTA ON OTHER REC. FR. DERIV. - STATE - CURRENT
190515	DTA ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS - STATE
190518	DTA ON LIABILITIES (EXCLUDING DERIVATIVES) - STATE
190522	DTA ON LOSSES CARRIED FORWARD -STATE
190561	NETTING OUT DEFERRED TAX ASSETS - STATE - A
190562	NETTING OUT DEFERRED TAX ASSETS - STATE - B
190603	DTA ON FIXED ASSETS - STATE (NON-CURRENT)
190605	DTA ON SHARES IN ASSOC. COMPANIES AND OTHER SHAREHOLDINGS - STATE (NON-CURRENT)
190608	DTA ON RECEIV. AND OTHER ASSETS (NON DERIV.) - STATE (NON-CURRENT)
190610	DTA ON OTHER RECEIVABLES FR. DERIV. FINANCIAL INSTRUMENTS - STATE (NON-CURRENT)
190611	DTA ON OTHER REC. FR. DERIV. - STATE - NON-CURRENT
190613	DTA ON PROVISIONS FOR PENSIONS - SORIE - STATE (NON-CURRENT)
190614	DTA ON PROVISIONS FOR PENSIONS - OCI - ST (NON-CURRENT)
190615	DTA ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS - STATE (NON-CURRENT)
190618	DTA ON LIABILITIES (EXCLUDING DERIVATIVES) - STATE (NON-CURRENT)
190622	DTA ON LOSSES CARRIED FORWARD -STATE (NON-CURRENT)
190623	DTA ON TAX CREDITS - STATE (NON-CURRENT)
190624	DTA ON VALUATION ALLOWANCE - STATE (NON-CURRENT)
190626	DTA AS RESULT OF SPECIFIC FOREIGN COUNTRY ITEMS - STATE (NON-CURRENT)
190661	NETTING OUT DEFERRED TAX ASSETS - STATE - C
190662	NETTING OUT DEFERRED TAX ASSETS - STATE - D
190997	QUARTERLY CHANGES OF DTA
190998	QUARTERLY CHANGES OF DTA
190999	QUARTERLY CHANGES OF DTL
201001	COMMON STOCK-AUTH SH
201002	COMMON STOCK-W/O PAR
204003	CLOSED 07/09 - PS-\$25 PAR VAL-7.45%
204010	CLOSED 07/09 - PS-NO PV-AUTH SH
211001	CONTRIBUTED CAPITAL - MISC.
214010	CAP STOCK EXP-COMMON
216001	UNAPP RETAINED EARN
216010	RETAINED EARNINGS - IFRS CONVERSION
216050	SAP ONLY - RECLASS NET INCOME TO CURRENT YEAR RETAINED EARNINGS
216101	UNAPP UNDSUB EARN
216151	RET EARN - ACTUARIAL GAINS/LOSSES PENSIONS GROSS
216152	RET EARN - ACTUARIAL GAINS/LOSSES PENSIONS TAX
217002	CLOSED 07/09 - REACQ PFD STK-7.45%
217100	REACQ COMMON STOCK
219001	OCI - CUM EFFECT OF CHANGE - INT SWAPS
219002	OCI - INT SWAPS
219004	OCI - FOREIGN EXCHANGE GAIN/LOSS
219008	OCI-FGN CURR TRANS CH IN R/E-CURR YR
219009	OCI-FGN EXCH GAIN/LOSS-CURR YR
219013	OCI - FAS 158 INCREASE FUNDED STATUS - GROSS
219101	TAX OCI-CUM EFFECT OF CHANGE-INT SWAPS
219102	TAX OCI-INT SWAPS
219104	TAX OCI- FOREIGN EXCHANGE GAINS/LOSS
219113	OCI - FAS 158 INCREASE FUNDED STATUS - TAX

Account	Account Description
221004	PCB CC2007A \$17.8M 02/26 5.75%
221005	PCB TC2007A \$8.9M 03/37 6.00%
221025	\$31 MILLION BOND DUE 6/33 - REPURCHASED
221026	PCB LM/JC2007B \$35.2M 06/33 VAR
221028	PCB SER 00A 5/2027 - REPURCHASED
221046	PCB MERC2000A \$12.9M 05/23 VAR
221090	PCB LM/JC2003A \$128M 10/33 VAR
221092	PCB CC2004A \$50M 10/34 VAR
221094	PCB JC2005A \$40M DUE 2/35 - REPURCHASED
221097	PCB CC2006A \$17M DUE 6/36 - REPURCHASED
221098	PCB CC2006C \$17M DUE 6/36 - REPURCHASED
221103	PCB CC2008A \$77.9M VAR 02/32
221125	PCB LM/JC2007A \$31M 06/33 5.625%
221126	\$35.2 MILLION BOND DUE 6/33
221127	PCB TC2007A \$60M 06/33 4.6%
221128	PCB JC2000A \$25M 05/27 5.375%
221129	PCB TC2000A \$83.3M 08/30 VAR
221130	PCB JC2001A \$10.1M 09/27 VAR
221146	KU PC SERIES A, 4.75%, DUE 05/01/23
221188	PCB CC2002C \$96M 10/32 VAR
221189	PCB TC2002A \$41.665M 10/32 VAR
221190	PCB JC2003A \$128M 10/33 V
221192	PCB CC2004A \$50M DUE 10/34 VAR
221194	PCB LM/JC2005A \$40M 02/35 5.750%
221195	CLOSED 03/09 - PCB CC2005A \$13M DUE 6/35
221196	CLOSED 03/09 - PCB CC2005B \$13M due 6/35
221197	CLOSED 03/09 - PCB CC2006A \$17M DUE 6/36
221198	CLOSED 03/09 - PCB CC2006C \$17M due 6/36
221199	PCS22 \$54M DUE 10/34
221200	LONG-TERM DEBT MARKED TO MARKET
221280	PCB JC2001A \$22.5M 09/26 VAR
221281	PCB TC2001A \$27.5M 09/26 VAR
221282	PCB JC2001B \$35M 11/27 VAR
221283	PCB TC2001B \$35M 11/27 VAR
221284	PCB CC2002A \$20.93M 02/32 VAR
221285	PCB CC2002B \$2.4M 02/32 VAR
221286	PCB MERC2002A \$7.4M 02/32 VAR
221287	PCB MUHC2002A \$2.4M 02/32 VAR
221299	PCB CC2006B \$54M 10/34 VAR
221303	PCB CC2008A \$77.9M 02/32 VAR
221499	OTHER BOND ISSUES-LONG TERM PORTION
221999	OTHER BOND ISSUES-CURRENT PORTION
222095	CLOSED 03/09 - REACQUIRED LGE BOND \$31M 6/33
222096	PCB LM/JC2007B \$35.2M 06/33 VAR-REACQUIRED
222097	CLOSED 03/09 - REACQUIRED KU BOND \$12.9M 5/23
222098	CLOSED 03/09 - REACQUIRED KU BOND \$16.7M 6/36
222099	CLOSED 03/09 - REACQUIRED LG&E BOND \$25M 5/27
222190	PCB LM/JC2003A \$128M 10/33 VAR-REACQUIRED
222192	CLOSED 03/09 - REACQUIRED KU BOND \$50M 10/34 V
222194	CLOSED 03/09 - REACQUIRED LGE BOND \$40M 2/35 V
223002	L-T DEBT PAYABLE TO FIDELIA
223004	L-T ADVANCES PAYABLE FROM E.ON NA
227100	CLOSED 08/09 - OBLIGATIONS UNDER CAPITAL LEASES-NONCURRENT
228201	WORKERS COMPENSATION
228301	FASB106-POST RET BEN
228304	PENSION PAYABLE
228305	POST EMPLOYMENT BENEFIT PAYABLE
228306	PENSION PAYABLE SERP
228307	FASB 106 - MEDICARE SUBSIDY
228308	PENSION PAYABLE - SERP - NON-MERCER
228318	PENSION PAYABLE - SERP - NON-MERCER - CURRENT
228325	FASB 112 - POST EMPLOY MEDICARE SUBSIDY
230012	ASSET RETIREMENT OBLIGATIONS - STEAM
230013	ASSET RETIREMENT OBLIGATIONS - TRANSMISSION
230015	ASSET RETIREMENT OBLIGATIONS - DISTRIBUTION
230016	ASSET RETIREMENT OBLIGATIONS - GAS

Account	Account Description
230017	ASSET RETIREMENT OBLIGATIONS - COMMON
230018	ARO LEGAL PAYMENT
231501	MEDIUM TERM NOTES
231502	CLOSED 07/09 - NOTES PAYABLE - LONG TERM
231503	MEDIUM TERM NOTES-CURRENT
232001	ACCTS PAYABLE-REG
232002	SALS/WAGES ACCRUED
232008	SUNDRY BILLING REFUNDS
232009	PURCHASING ACCRUAL
232010	WHOLESALE PURCHASES A/P
232011	TRANSMISSION PAYABLE
232013	CONSTRUCTION RETAINAGE
232014	RECEIVING/INSPECTION ACCRUAL
232015	AP FUEL
232016	AP PURCHASED POWER
232018	CLOSED 08/09 - BILLINGS IN EXCESS OF COSTS
232022	ACCRUED PWC FEES
232023	ACCRUED TAXABLE OFFICER BENEFITS
232024	CREDIT CASH BALANCE
232040	ACCTS PAY - WKE UNWIND - COST OF IT SERVICE AGREEMENT
232041	ACCTS PAY - WKE UNWIND - WILSON STACK CLEANING
232093	SUSPENSE - CCS
232094	SUSPENSE - MISO DAY 2
232095	SUSPENSE - SALES TAX BURDEN
232096	SUSPENSE - OTHER BURDENS
232097	SUSPENSE - INVENTORY
232098	SUSPENSE - MANUAL DISABLED
232099	SUSPENSE ACCOUNT
232100	ACCOUNTS PAYABLE-TRADE
232106	ACTIVE-WELFARE PLAN CONTRIBUTIONS
232111	401K LIABILITY - EMPLOYER
232203	WORK SHOES WITHHOLDING PAYABLE
232205	IBEW UNION DUES WITHHOLDING PAYABLE
232206	UNITED WAY WITHHOLDING PAYABLE
232209	PARKING-CENTURY-WITHHOLDING PAYABLE
232211	TIA LIABILITY
232215	CLOSED 06/09 - LOUISVILLE PAC WITHHOLDING PAYABLE
232219	FEDERAL PAC WITHHOLDING PAYABLE
232220	CREDIT UNION WITHHOLDING PAYABLE
232223	CLOSED 06/09 - GARNISHEES WITHHOLDING PAYABLE
232229	CLOSED 06/09 - US SAVINGS BONDS WITHHOLDING PAYABLE
232233	401K WITHHOLDING PAYABLE
232234	CLOSED 06/09 - DCAP WITHHOLDING PAYABLE
232235	UNITED STEEL WORKERS UNION DUES
232240	CLOSED 06/09 - RURAL COOPERATIVE CREDIT UNION PAYABLE
232241	CLOSED 06/09 - HCRA WITHHOLDING PAYABLE
232242	CLOSED 06/09 - UNIVERSAL LIFE INS WITHHOLDING PAYABLE
232243	LOUISVILLE PAC WITHHOLDING PAYABLE
232244	GARNISHEES WITHHOLDING PAYABLE
232245	US SAVINGS BONDS WITHHOLDING PAYABLE
232246	DCAP WITHHOLDING PAYABLE
232247	RURAL COOPERATIVE CREDIT UNION PAYABLE
232248	HCRA WITHHOLDING PAYABLE
232249	UNIVERSAL LIFE INS WITHHOLDING PAYABLE
232303	CLOSED 06/09 - EMPLOYEE PAYABLE-WELLFIT
232305	EMPLOYEE PAYABLE-WELLFIT
232501	HMPANDL SII POWER BILLING
232502	HMPANDL OTHER A/P
232604	DISCONTINUED OPERATIONS - PROVISIONS
232605	DISCONTINUED OPERATIONS - LIABILITIES
232606	DISCONTINUED OPERATIONS - DEFERRED TAXES/DEFERRED INCOME
233008	NOTES PAYABLE TO E.ON U.S.
233009	NOTES PAYABLE TO EON US CAPITAL CORP
233010	CURR PORT OF L-T DEBT PAYABLE TO FIDELIA
233011	ST - NOTES PAYABLE TO E.ON NA
233012	ST - NOTES PAYABLE TO FIDELIA

Account	Account Description
233019	SHORT TERM NOTES PAYABLE TO E.ON US CAPITAL CORP
233028	NOTES PAYABLE TO E.ON U.S. - CURRENT
233030	N/P - MONEY POOL EUS CURRENT
233036	N/P - MONEY POOL LPD CURRENT
233037	N/P - MONEY POOL LPO CURRENT
233039	N/P - MONEY POOL LII CURRENT
233120	NOTES PAYABLE TO LG&E INTERNATIONAL - NON-CURRENT
233123	NOTES PAYABLE TO ARGENTINA III - NON-CURRENT
233148	NOTES PAYABLE TO ARGENTINA II - NON-CURRENT
234008	I/C PAYABLE - E.ON UK
234009	I/C PAYABLE - E.ON AG
234010	I/C PAYABLE - FIDELIA
234011	I/C PAYABLE - POWERGEN US HOLDINGS
234012	I/C PAYABLE - EON N. AMERICA
234016	I/C PAYABLE E.ON SVERIGE
234017	CLOSED - KU
234019	I/C PAYABLE - EUSIC
234021	CLOSED 08/09 - I/C PAYABLE-WKEC
234033	I/C PAYABLE - RUHRGAS
234034	I/C PAYABLE - E.ON ENERGIE
234036	I/C PAYABLE - E.ON IS
234044	LG&E CENTRO SA
234046	I/C PAYABLE - KRAFTWERKE (ENERGIE)
234100	A/P TO ASSOC CO
234122	I/C PAYABLE - LGE INTERNATIONAL
234124	I/C PAYABLE - ARGENTINA III
234149	I/C PAYABLE - ARGENTINA II
235001	CUSTOMER DEPOSITS
235002	CUSTOMER DEPOSITS OFF-SYS
236007	FICA-OPR
236009	AUTO/TRAILER LICENSE-OPR
236013	ST SALES/USE TAX-KY-OPR
236015	PUBL. SERV COMMISSION-OPR
236022	KY LICENSE TAX-OPR
236023	ST SALES/USE TAX-IN-OPR
236025	CORP INC TAX-FED EST-OPR
236026	CORP INC TAX-ST EST-OPR
236027	COAL TAX
236031	CORP INCOME-KY-OPR
236032	CORP INCOME-FED-OPR
236033	REAL ESTATE AND PERSONAL PROPERTY TAXES
236034	PROPERTY TAX ON RAILCARS USED FOR COAL
236035	OTHER TAXES ACCRUED-OPR
236036	REAL ESTATE AND PERSONAL PROPERTY TAXES - NON KY
236105	STATE UNEMPLOYMENT-OTH
236106	FEDERAL UNEMPLOYMENT-OTH
236107	FICA-OTH
236115	STATE UNEMPLOYMENT-OPR
236116	FEDERAL UNEMPLOYMENT-OPR
236122	KY LICENSE TAX-OTH
236135	OTHER TAXES ACCRUED-OTH
237004	ACCR INT-PCB CC2007A \$17.8M 02/26
237005	ACCR INT-PCB TC2007A \$8.9M 03/37
237103	ACCR INT-PCB CC2008A \$77.9M 02/32
237125	ACCR INT-PCB LM/JC2007A \$31M 06/33
237126	ACCR INT-PCB LM/JC2007B \$35.2M 06/33
237127	ACCR INT-PCB TC2007A \$60M 06/33
237128	ACCR INT-PCB JC2000A \$25M 05/27
237129	ACCR INT-PCB TC2000A \$83.3M 08/30
237131	ACCR INT-PCB JC2001A \$10.1M 09/27
237149	ACCR INT-PCB MERC2000A \$12.9M 05/23
237161	ACCR INT-SWAP-JPM \$83.335M 11/20 5.495%
237164	ACCR INT-SWAP-MS \$32M 10/32 3.657%
237165	ACCR INT-SWAP-MS \$32M 10/32 3.645%
237166	ACCR INT-SWAP-BOA \$32M 10/32 3.695%
237167	CLOSED 03/09 - LGE ACCR INT SWAP-10/1/33

Account	Account Description
237180	ACCR INT-PCB JC2001A \$22.5M 9/26
237181	ACCR INT-PCB TC2001A \$27.5M 9/26
237182	ACCR INT-PCB JC2001B \$35M 11/27
237183	ACCR INT-PCB TC2001B \$35M 11/27
237184	ACCR INT-PCB CC2002A \$20.93M 2/32
237185	ACCR INT-PCB CC2002B \$2.4M 2/32
237186	ACCR INT-PCB MERC2002A \$7.4M 2/32
237187	ACCR INT-PCB MUHC2002A \$2.4M 2/32
237188	ACCR INT-PCB CC2002C \$96M 10/32
237189	ACCR INT-PCB TC2002A \$41.665M 10/32
237190	ACCR INT-PCB LM/JC2003A \$128M 10/33
237192	ACCR INT-PCB CC2004A \$50M 10/34
237194	ACCR INT-PCB LM/JC2005A \$40M 2/35
237195	CLOSED 03/09 - ACCR INT - PCB CC2005A \$13M 6/35
237196	CLOSED 03/09 - ACCR INT - PCB CC2005B \$13M 6/35
237197	CLOSED 03/09 - ACCR INT - PCB CC2006A \$17M 6/36
237198	CLOSED 03/09 - ACCR INT - PCB CC2006C \$17M 6/36
237199	ACCR INT-PCB CC2006B \$54M 10/34
237300	INT ACC-OTH LIAB
237301	INTEREST ACCRUED ON CUSTOMER DEPOSITS
237302	INTEREST ACCRUED ON RAR SETTLEMENTS
237303	INTEREST ACCRUED ON UNCERTAIN TAX POSITIONS
237304	INTEREST ACCRUED ON TAX LIABILITIES
238200	DIV PAYABLE INTERCOMPANY LG&E ENERGY
238201	INTERCOMPANY DIVIDENDS PAYABLE TO INTERNATIONAL
238202	CENTRO DIVIDENDS PAYABLE TO NON-CONTROLLING INTERESTS
241006	CLOSED 07/09 - T/C PAY-ST SALES/USE
241007	TAX COLL PAY-FICA
241009	T/C PAY-OCCUP/SCHOOL
241018	STATE WITHHOLDING TAX PAYABLE
241036	LOCAL WITHHOLDING TAX PAYABLE
241037	T/C PAY-PERS INC-FED
241038	T/C PAY-ST SALES/USE
241039	T/C PAY-BARDSTOWN
241041	CLOSED 08/09 - CONSUMER UTILITY TAX-VA
241046	CONSUMER UTILITY TAX-VA
241047	SALES TAX-NORTON, VA
241048	FRANCHISE FEE-NET UNBILLED
241049	FRANCHISE FEE PAYABLE-CHARGE UNCOLLECTED
241051	CLOSED 08/09 - FRANCHISE FEE PAYABLE-CHARGE UNCOLLECTED
241052	CLOSED 08/09 - FRANCHISE FEE COLLECTED ON BAD DEBTS
241056	FRANCHISE FEE COLLECTED ON BAD DEBTS
241057	CLOSED 10/09 - GAS FRANCHISEE RECEIPTS - RADCLIFF
241058	CLOSED 10/09 - FRANCHISE RECEIPTS MULDRUGH
241059	CLOSED 10/09 - FRANCHISE RECEIPTS WEST POINT
241061	T/C PAY - ST SALES/USE OVER COLLECTIONS
241062	T/C PAY - SCHOOL TAX OVER COLLECTIONS
242001	MISC LIABILITY
242002	MISC LIAB-VESTED VAC
242003	ACCRUED OFFICER LONG-TERM INCENTIVE-CURR PORTION
242004	ACCRUED LIAB-RESTRUCTURE RESERVE
242005	UNEARNED REVENUE - CURRENT
242014	ESCHEATED DEPOSITS
242015	FRANCHISE FEE PAYABLE-FRANCHISE LOCATIONS
242017	HOME ENERGY ASSISTANCE
242018	GREEN POWER REC LIABILITY
242019	GREEN POWER MKT LIABILITY
242020	PROVISION FOR ROYALTIES/BONUSES
242021	FASB 106-POST RET BEN - CURRENT
242022	ACCRUED SHORT TERM INCENTIVE
242023	PENSION PAYABLE SERP CURRENT
242024	OTHER DEF CR - OMU EXCESS
242025	DEFERRED REVENUE-IFRIC 18 (CURRENT)
242028	SERVICE DEPOSIT REFUND PAYABLE
242030	WINTERCARE ENERGY FUND
242031	NO-NOTICE GAS PAYABLE

Account	Account Description
242034	MCI UNEARNED REVENUE
242037	FASB 106 - MEDICARE SUBSIDY - CURRENT PORTION
242038	COBRA/LTD BENEFITS - PAYABLE
242101	RETIREMENT INCOME LIABILITY
242198	PAA-OTHER CURRENT LIABILITIES
243101	CLOSED 08/09 - OBLIGATIONS UNDER CAPITAL LEASES-CURRENT
244001	DERIVATIVE LIABILITY - NONHEDGING-CURRENT
244002	CLOSED 08/09 - DERIVATIVE LIABILITY-NONHEDGE-CURRENT-DISCO OPS
244004	DERIVATIVE LIABILITY - NONHEDGING - CURRENT - NETTING
244010	NEGATIVE FAIR VALUE OF OTHER DERIVATIVES - CURRENT
244501	DERIVATIVE LIABILITY-NON-HEDGING-LONG-TERM
244502	CLOSED 08/09 - LT DERIV LIAB FAS 133-NON HEDGING MS1
244503	CLOSED 08/09 - LT DERIV LIAB FAS 133-NON HEDGING MS2
244504	CLOSED 08/09 - LT DERIV LIAB FAS 133-NON HEDGING BOA
244505	CLOSED 08/09 - LT DERIV LIAB FAS 133-NON HEDGING WAC
244510	NEGATIVE FAIR VALUE OF OTHER DERIVATIVES - LONG-TERM
244512	LT DERIV LIAB FAS 133-NON HEDGING MS1
244513	LT DERIV LIAB FAS 133-NON HEDGING MS2
244514	LT DERIV LIAB FAS 133-NON HEDGING BOA
244604	DERIVATIVE LIABILITY - NONHEDGING - LONG TERM - NETTING
245501	LT DERIVATIVE LIAB FAS 133 JPM
245502	LT DERIVATIVE LIAB FAS 133 MS1
245503	LT DERIVATIVE LIAB FAS 133 MS2
245504	LT DERIVATIVE LIAB FAS 133 BOA
245505	CLOSED 08/09 - LT DERIVATIVE LIAB FAS 133 WAC
252001	CLOSED 05/09 - LINE EXTENSIONS
252003	CLOSED 05/09 - OTH CUST ADV-CONSTR
252004	CLOSED 05/09 - CUST OUTDOOR LIGHTING DEPOSITS
252005	CLOSED 05/09 - MOBILE HOME LINE
252006	CLOSED 05/09 - 20% SUPPLEMENT
252009	CUSTOMER ADVANCES - UNAPPLIED MUSEUM PLAZA CASH ADVANCE
252010	CLOSED 11/09 - CUSTOMER ADVANCES-UNAPPLIED ARENA CASH ADVANCE
252011	LINE EXTENSIONS
252012	20% SUPPLEMENT
252013	OTH CUST ADV-CONSTR
252014	CUST OUTDOOR LIGHTING DEPOSITS
252015	MOBILE HOME LINE
252016	CONSTRUCTION ADVANCES - SHORT TERM
252017	LINE EXTENSIONS - SHORT TERM
252018	CUST OUTDOOR LIGHTING DEP - SHORT TERM
253001	CLOSED 04/09 - OTH DEFER CR-PGA
253002	CLOSED 04/09 - OTH DEFER CR-GSCA
253004	OTH DEFERRED CR-OTHR
253005	CL ACC FR OTH DEF DR
253006	ACCRUED OFFICER LONG-TERM INCENTIVE
253008	CLOSED 04/09 - DSM COST REC-OV BILL
253010	CLOSED 08/09 - DEFERRED COMPENSATION-LONG TERM
253017	CLOSED 04/09 - ENVIRONMENTAL COST RECOVERY
253018	CLOSED 08/09 - NOTE RECEIVABLE OFFSET-BREC SETTLEMENT-LONGTERM
253019	MISCELLANEOUS REGULATORY LIABILITY
253020	CLOSED 07/09 - PAA-GAS BAN
253021	PAA-CUYANA
253022	PAA-CENTRO
253023	PAA-LG&E CENTRO
253024	CLOSED 08/09 - OTHER DEF CR - OMU EXCESS
253025	DEFERRED COMPENSATION
253027	DEFERRED RENT PAYABLE
253028	OTHER DEFERRED CREDITS-CROSS BORDER LEASE
253029	CLOSED 07/09 - UNCERTAIN TAX POSITION - FEDERAL
253030	CLOSED 07/09 - UNCERTAIN TAX POSITION - STATE
253031	OTHER LONG TERM OPERATING LIABILITIES LESS THAN \$5M
253032	UNCERTAIN TAX POSITION - FEDERAL
253033	UNCERTAIN TAX POSITION - STATE
253035	DEFERRED REVENUE-IFRIC 18 (NON-CURRENT)
253103	WARRANTY/GUARANTEE RESERVE
253191	DIVIDENDS PAID TO NON-CONTROLLING INTERESTS

Account	Account Description
253192	NON-CONTROLLING INTEREST-OCI CURRENT YEAR
253193	NON-CONTROLLING INTEREST-CURRENT EARNINGS
253194	NON-CONTROLLING INTEREST-ADDITIONAL PAID IN CAPITAL
253195	NON-CONTROLLING INTEREST-OCI-FOR. CUR. TR.-R/E PY
253196	NON-CONTROLLING INTEREST-OCI-FOR.CUR.TR.ADJ.TAX
253197	NON-CONTROLLING INTEREST-PAA-CUM. R/E PRIOR PERIOD
253198	NON-CONTROLLING INTEREST-CUM RET EARNINGS PRIOR PER
253301	PROVISIONS FOR INDEMNITY OBLIGATIONS
253576	DEF GAIN - CARROLLTON SALE/LEASEBACK
254001	FASB 109 ADJ-FED
254002	FASB 109 GR-UP-FED
254003	FASB 109 ADJ-STATE
254004	FASB 109 GR-UP-STATE
254006	REG LIAB - PURCHASED GAS ADJUSTMENT
254007	REG LIABILITY - GAS SUPPLY CLAUSE
254008	DSM COST RECOVERY
254009	REG LIABILITY - PERFORMANCE-BASED RATES
254012	SPARE PARTS
254014	REGULATORY LIABILITY ARO - GENERATION
254015	REGULATORY LIABILITY ARO - TRANSMISSION
254016	REGULATORY LIABILITY ARO - GAS
254017	ENVIRONMENTAL COST RECOVERY
254018	REGULATORY LIABILITY FAC
254021	MISO SCHEDULE 10 CHARGES
254321	MISO EXIT FEE REFUND
254341	MISO EXIT FEE REFUND - CURRENT PORTION
255004	ITC TC2
255005	ITC (PRIOR LAW)
255006	JOB DEVELOP CR
255007	CLOSED 04/09 - ITC TC2
255008	CLOSED 04/09 - JOB DEVELOPMENT ITC
281001	DEF TX-ACCL AMRT-FED
281002	DEF TX-ACCL AMRT-ST
282001	DEF INC TAX-PROP-FED
282003	DEF INC TAX-PROP-ST
282005	FASB 109 GR-UP-FED PROP
282006	FASB GR-UP ST PROP
282007	FASB 109 ADJ-FED PRO
282008	FASB 109 GR-UP-FED P
282009	FASB 109 ADJ-ST PROP
282010	FASB 109 GR-UP ST PR
282501	DTL ON FIXED ASSETS - FASG 109 ADJ-FED
282503	DTL ON FIXED ASSETS
282701	DTL ON FIXED ASSETS - FASB 109 ADJ-ST
282703	DTL ON FIXED ASSETS - STATE (NON-CURRENT)
282999	QUARTERLY CHANGES OF DTL
283001	DEF INC TAX-OTH-FED
283002	DEF INC TAX CURRENT-OTH-FED
283003	DEF INC TAX-OTH-ST
283004	DEF INC TAX CURRENT-OTH-STATE
283007	FASB 109 ADJ-FED
283008	FASB 109 GRS-UP-FED
283009	FASB 109 ADJ-STATE
283010	FASB 109 GRS-UP-ST
283011	FASB 109 GR-UP-F-OTH
283012	FASB 109 GR-UP-S-OTH
283013	FAS 133 DEF TAX LIABILITY-FED
283014	FAS 133 DEF TAX LIABILITY-STATE
283015	HEDGING DEF TAX LIAB-FED
283016	HEDGING DEF TAX LIAB-STAT
283017	DEF INC TAX - FED EST
283018	DEF INC TAX - ST EST
283408	DTL ON RECEIVABLES AND OTHER ASSETS (NON DERIVATIVE)
283413	DTL ON PREPAID EXPENSES
283418	DTL ON LIABILITIES (EXCLUDING DERIVATIVES)
283461	NETTING OUT DEFERRED TAX LIABILITIES - A

Account	Account Description
283462	NETTING OUT DEFERRED TAX LIABILITIES - B
283501	DEF INC TAX-OTH-FED - CURRENT
283503	DEF INC TAX-OTH-ST - CURRENT
283505	DTL ON SHARES IN ASSOC. COMP. AND OTHER SHAREHOLDINGS
283506	DTL ON OTHER FINANCIAL ASSETS (LOANS, SECUR., OTHER)
283508	DTL ON RECEIVABLES AND OTHER ASSETS (NON DERIVATIVE)
283514	DTL ON PROVISIONS FOR PENSIONS - OCI - FED (NON-CURRENT)
283515	DTL ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS
283518	DTL ON LIABILITIES (EXCLUDING DERIVATIVES)
283519	DTL ON LIABILITIES - EEI -FED (NON-CURRENT)
283526	DTL AS RESULT OF SPECIFIC FOREIGN COUNTRY ITEMS
283561	NETTING OUT DEFERRED TAX LIABILITIES - C
283562	NETTING OUT DEFERRED TAX LIABILITIES - D
283608	DTL ON RECEIVABLES AND OTHER ASSETS (NON DERIVATIVE) - STATE
283613	DTL ON PREPAID EXPENSES - STATE
283618	DTL ON LIABILITIES (EXCLUDING DERIVATIVES) - STATE
283661	NETTING OUT DEFERRED TAX LIABILITIES - STATE - A
283662	NETTING OUT DEFERRED TAX LIABILITIES - STATE - B
283705	DTL ON SHARES IN ASSOC. COMP. AND OTHER SHAREHOLDINGS - STATE (NON-CURRENT)
283706	DTL ON OTHER FINANCIAL ASSETS (LOANS, SECUR., OTHER) - STATE (NON-CURRENT)
283708	DTL ON RECEIVABLES AND OTHER ASSETS (NON DERIVATIVE) - STATE (NON-CURRENT)
283714	DTL ON PROVISIONS FOR PENSIONS - OCI - STATE (NON-CURRENT)
283715	DTL ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS - STATE (NON-CURRENT)
283718	DTL ON LIABILITIES (EXCLUDING DERIVATIVES) - STATE (NON-CURRENT)
283719	DTL ON LIABILITIES - EEI - STATE (NON-CURRENT)
283726	DTL AS RESULT OF SPECIFIC FOREIGN COUNTRY ITEMS - STATE (NON-CURRENT)
283761	NETTING OUT DEFERRED TAX LIABILITIES - STATE - C
283762	NETTING OUT DEFERRED TAX LIABILITIES - STATE - D
283998	QUARTERLY CHANGES OF DTA
283999	QUARTERLY CHANGES OF DTL
400001	SALES REVENUE - GENERAL
400003	ENERTECH SALES REVENUE
400096	ARGENTINE GAS DISTRIBUTION REVENUE
401001	COST OF SALES - GENERAL
401100	OPERATING EXPENSES
402100	MAINTENANCE EXPENSE
403001	DEPREC. EXP - RETAIL
403002	DEPREC. EXP - WHSLE
403011	DEPREC EXP - STEAM POWER GEN
403012	DEPREC EXP - HYDRO POWER GEN
403013	DEPREC EXP - OTH POWER GEN
403014	DEPREC EXP - TRANSMISSION
403015	DEPREC EXP - DISTRIBUTION
403016	GENERAL DEPRECIATION EXPENSE
403017	DEPREC EXP. VEHICLES
403018	DEPREC EXP - COAL CARS
403020	FUEL, LOCOMOTIVES, RAILCARS
403021	DEPREC. EXP. - UNDERGROUND - GAS
403022	DEPREC. EXP. - TRANSMISSION - GAS
403023	DEPREC. EXP. - DISTRIBUTION - GAS
403024	DEPREC. EXP. - GENERAL - GAS
403025	DEPREC. EXP. - COMMON
403100	DEPREC EXP
403111	DEPREC EXP ARO STEAM
403112	DEPREC EXP ARO TRANSMISSION
403113	DEPREC EXP ARO OTHER PRODUCTION
403114	DEPREC EXP ARO HYDRO
403115	DEPREC EXP ARO DISTRIBUTION
403211	DEPREC EXP ARO GAS UNDERGROUND STORAGE
403212	DEPREC EXP ARO GAS DISTRIBUTION
403311	DEPREC EXP ARO COMMON
404201	AMORT-U/G STOR LAND
404301	AMORT-INTANG GAS PLT
404401	AMT-EL INTAN PLT-RTL
404402	AMT-EL INTAN PLT-WHS
404410	AMT OF DEFERRED PREOP

Account	Account Description
407401	REGULATORY CREDITS - GENERATION ACCRETION
407402	REGULATORY CREDITS - TRANSMISSION ACCRETION
407405	REGULATORY CREDITS - DISTRIBUTION ACCRETION
407406	REGULATORY CREDITS - GAS ACCRETION
407407	REGULATORY CREDITS - COMMON ACCRETION
407421	REGULATORY CREDITS - GENERATION DEPRECIATION
407422	REGULATORY CREDITS - TRANSMISSION DEPRECIATION
407425	REGULATORY CREDITS - DISTRIBUTION DEPRECIATION
407426	REGULATORY CREDITS - GAS DEPRECIATION
407427	REGULATORY CREDITS - COMMON DEPRECIATION
408101	TAX-NON INC-UTIL OPR
408102	REAL AND PERSONAL PROP. TAX
408103	KY PUBLIC SERVICE COMMISSION TAX
408104	CLOSED 11/09 - VA GROSS REVENUE TAX
408105	FEDERAL UNEMP TAX
408106	FICA TAX
408107	STATE UNEMP TAX
408115	CLOSED 01/09 - FEDERAL UNEMP TAX - A&G
408116	CLOSED 01/09 - FICA TAX - A&G
408117	CLOSED 01/09 - STATE UNEMP TAX - A&G
408118	CLOSED 01/09 - FEDERAL UNEMP TAX - COAL RESALE
408119	CLOSED 01/09 - STATE UNEMP TAX - COAL RESALE
408120	CLOSED 01/09 - FICA TAX - COAL RESALE
408125	CLOSED 01/09 - FEDERAL UNEMP TAX - ELECTRIC COS
408126	CLOSED 01/09 - FICA TAX - ELECTRIC COS
408127	CLOSED 01/09 - STATE UNEMP TAX - ELECTRIC COS
408135	CLOSED 01/09 - FEDERAL UNEMP TAX - GAS COS
408136	CLOSED 01/09 - FICA TAX - GAS COS
408137	CLOSED 01/09 - STATE UNEMP TAX - GAS COS
408145	CLOSED 01/09 - FEDERAL UNEMP TAX - OTHER COS
408146	CLOSED 01/09 - FICA TAX - OTHER COS
408147	CLOSED 01/09 - STATE UNEMP TAX - OTHER COS
408155	CLOSED 01/09 - FEDERAL UNEMP TAX - INDIRECT - GAS COS
408156	CLOSED 01/09 - FICA TAX - INDIRECT - GAS COS
408157	CLOSED 01/09 - STATE UNEMP TAX - INDIRECT - GAS COS
408165	CLOSED 01/09 - FEDERAL UNEMP TAX - INDIRECT - OTHER COS
408166	CLOSED 01/09 - FICA TAX - INDIRECT - OTHER COS
408167	CLOSED 01/09 - STATE UNEMP TAX - INDIRECT - OTHER COS
408175	CLOSED 01/09 - FEDERAL UNEMP TAX - ELECTRIC COS INDIRECT
408176	CLOSED 01/09 - FICA TAX - ELECTRIC COS INDIRECT
408177	CLOSED 01/09 - STATE UNEMP TAX - ELECTRIC COS INDIRECT
408185	CLOSED 01/09 - FEDERAL UNEMP TAX - A&G INDIRECT
408186	CLOSED 01/09 - FICA TAX - A&G INDIRECT
408187	CLOSED 01/09 - STATE UNEMP TAX - A&G INDIRECT
408188	CLOSED 01/09 - FEDERAL UNEMP TAX - SELLING EXP
408189	CLOSED 01/09 - STATE UNEMP TAX - SELLING EXP
408190	CLOSED 01/09 - FICA TAX - SELLING EXP
408191	CLOSED 01/09 - FEDERAL UNEMP TAX - SELLING - INDIRECT
408193	CLOSED 01/09 - FICA TAX - SELLING - INDIRECT
408194	CLOSED 01/09 - STATE UNEMP TAX - SELLING - INDIRECT
408195	FEDERAL UNEMP TAX - INDIRECT
408196	FICA TAX - INDIRECT
408197	STATE UNEMP TAX - INDIRECT
408201	CLOSED 11/09 - FED INC TAX-G/L DISP
408202	TAX-NON INC-OTHER
408203	TC N/A OTHER TAXES
408204	CLOSED 11/09 - TAX-NON INC-ENG CAT
408207	CLOSED 11/09 - FD IN TX-IMEA/PA FEE
408208	CLOSED 11/09 - ST IN TX-IMEA/PA FEE
409101	FED INC TAX-UTIL OPR
409102	KY ST INCOME TAXES
409103	CLOSED 11/09 - IN ST INCOME TAXES
409104	FED INC TAXES - EST
409105	ST INC TAXES - EST
409201	FED INC TAX-G/L DISP
409203	FED INC TAX-OTHER

Account	Account Description
409204	ST INC TAX-G/L DISP
409206	ST INC TAX-OTHER
409207	FD IN TX-IMEA/PA FEE
409208	ST IN TX-IMEA/PA FEE
409209	FED IN TAXES-OTH EST
409210	ST INC TAXES-OTH EST
409211	CLOSED 09/09 - FED INC TAX-GAIN ON SALE DISCO
409212	CLOSED 09/09 - ST INC TAX-GAIN ON SALE DISCO
409213	FED CURRENT INC TAX-GAIN ON SALE DISCO
409214	ST CURRENT INC TAX-GAIN ON SALE DISCO
409301	CLOSED 09/09 - FED INC TAX-EXTRAORD ITEMS
409302	CLOSED 09/09 - ST INC TAX-EXTRAORD
409303	CLOSED 09/09 - CUMUL EFF ACCT CHANGE-FED INC TAX
409304	CLOSED 09/09 - CUMUL EFF ACCT CHANGE-ST INC TAX
410101	DEF FED INC TAX-OPR
410102	DEF ST INC TAX-OPR
410103	DEF FED INC TAX - OPR EST
410104	DEF ST INC TAX - OPR EST
410203	DEF FEDERAL INC TX
410204	DEF STATE INC TAX
410211	FED INC TAX DEF-GAIN ON SALE DISCO
410212	STATE INC TAX DEF-GAIN ON SALE DISCO
411101	FED INC TX DEF-CR-OP
411102	ST INC TAX DEF-CR-OP
411150	ACCRETION EXPENSE - GENERATION
411151	ACCRETION EXPENSE - TRANSMISSION
411155	ACCRETION EXPENSE - DISTRIBUTION
411156	ACCRETION EXPENSE - GAS
411157	ACCRETION EXPENSE - COMMON
411201	FD INC TX DEF-CR-OTH
411202	ST INC TX DEF-CR-OTH
411211	FED INC TAX DEF-GAIN ON SALE DISCO-CREDIT
411212	STATE INC TAX DEF-GAIN ON SALE DISCO-CREDIT
411403	ITC DEFERRED
411404	AMORTIZATION OF ITC
411801	CLOSED 01/09 - GAIN-DISP OF ALLOW
411802	GAIN-DISP OF ALLOW
412001	SERVICE COMPANY CONSTRUCTION OR OTHER SERVICES EXP
415001	REVENUE FROM CUSTOMER SERVICE LINES
415002	REVENUE-IFRIC 18
416001	EXPENSES FROM CUSTOMER SERVICE LINES
417004	SERVICE CHARGE AND SUPERVISORY FEE - IMEA AND IMPA
417005	IMPA-WORKING CAPITAL
417006	IMEA-WORKING CAPITAL
417010	OTHER MISC REVENUES FROM NON-UTILITY OPERATIONS
417101	FUEL
417102	STEAM EXPENSES
417105	ELECTRIC EXPENSES
417106	MISC EXPENSES
417107	CLOSED 11/09 - RENTS
417108	OPERATION SUPERVISION / ENGR
417109	EMISSION ALLOWANCES
417110	MTCE SUPERVISION/ENGR
417111	MTCE OF STRUCTURES
417112	MTCE OF BOILER PLANT
417113	MTCE OF ELEC PLANT
417114	MTCE OF MISC PLANT
417120	ADMIN AND GEN SAL
417121	OFFICE SUPP AND EXP
417123	OUSIDE SVCE EMPLOYED
417124	PROPERTY INSURANCE
417125	INJURIES AND DAMAGES
417126	EMPL PENSIONS/BEN
417129	DUPLICATE CGS - CR
417130	MISC GENERAL EXP
417131	ADMIN AND GEN RENTS

Account	Account Description
417135	MTCE OF GEN PLANT
418001	NONOPR RENT INCOME
418002	CLOSED 11/09 - RENTAL OPERATION EXP
418003	CLOSED 11/09 - RENTAL MTCE EXP
418005	DEPREC-NONUTILITY PROP.
418101	CLOSED 09/09 - EQUITY-SUB CO EARN
418103	EQUITY IN EARNINGS OF SUBS-EEI
418104	CLOSED 09/09 - EQUITY IN EARNINGS OF SUBS-REC CO
418105	DIVIDEND INCOME FROM LG&E COMPANY
418106	DIVIDEND INCOME FROM INVERSORA DE GAS DEL CENTRO
418195	CLOSED 09/09 - EQUITY IN EARNINGS NATURAL SERVICIOS
418196	CLOSED 09/09 - EQUITY IN EARNINGS Gas Ban
418197	EQUITY IN EARNINGS Cuyana
419002	INT INC-US TREAS SEC
419005	INT INC-FED TAX PMT
419006	INT INC-ST TAX PMT
419007	INT INC-NOTES REC
419014	DIVS FROM INVESTMENT
419102	CLOSED 03/09 - INT INC-US TREAS SEC
419105	CLOSED 03/09 - INT INC-FED TAX PMT
419106	CLOSED 03/09 - INT INC-ST TAX PMT
419107	CLOSED 03/09 - INT INC-NOTES REC
419113	CLOSED 03/09 - INT GAS LINE INS PMT
419114	CLOSED 03/09 - DIVS FROM INVESTMENT
419120	CLOSED 03/09 - INT INC-CITY OF PARIS
419121	CLOSED 03/09 - INT INC-CITY OF PROVIDENCE
419150	ALLOW FOR FUNDS USED DURING CONSTRUC-EQUITY
419202	CLOSED 03/09 - PREPAY OF LOAN EXP-FNMA contra to 419102
419205	INTEREST INCOME FROM FINANCIAL HOLDINGS
419206	INTEREST INCOME FROM OTHER LOANS & RECEIVABLES
419207	INTEREST INCOME FROM SPECIAL FUNDS
419209	INT INC-ASSOC CO
419210	CLOSED 01/09 - DIVIDENDS FROM EEI
419211	DIVIDENDS FROM OVEC
420003	AMORTIZATION
421001	MISC NONOPR INCOME
421002	FOREIGN EXCHANGE GAINS
421003	KM LIFE INS - CASH SURRENDER VALUE
421004	MISCELLANEOUS OPERATING INCOME
421101	GAIN-PROPERTY DISP
421102	GAIN-PROP DISPOSAL-EQUITY INVESTMENTS-ROVA
421103	CLOSED 11/09 - GAIN FROM DISPOSAL OF OTHER INVESTMENTS
421104	GAIN ON SALE OTHER INVESTMENT - NONOPERATING
421105	GAIN ON ARO SETTLEMENT
421201	LOSS-PROPERTY DISP
421203	CLOSED 11/09 - LOSS ON DISPOSAL OF OTHER INVESTMENTS
421205	LOSS ON ARO SETTLEMENT
421301	PRETAX GAIN/LOSS ON DISPOSAL OF DISC OPERS
421302	CLOSED 11/09 - FED INC TAX EXP - CURRENT - DISP OF DISC OPERS
421303	CLOSED 11/09 - STATE INC TAX EXP - CURRENT - DISP OF DISC OPERS
421304	CLOSED 11/09 - FED INC TAX EXP - DEFERRED - DISP OF DISC OPERS
421305	CLOSED 11/09 - STATE INC TAX EXP - DEFERRED - DISP OF DISC OPERS
421401	HOURLY ELECTRICITY SWAP REVENUE
421502	MTM GAIN - HEDGING
421503	MTM GAIN - HEDGING/ELECT SWAP REV - NETTING
421550	MTM INCOME - NONHEDGING
421552	MTM INCOME - NONHEDGING - NETTING
426101	DONATIONS
426191	DONATIONS - INDIRECT
426201	LIFE INSURANCE
426301	PENALTIES
426401	EXP-CIVIC/POL/REL
426402	CLOSED 03/09 - KENTUCKY LEGISLATIVE LOBBYING
426491	EXP-CIVIC/POL/REL - INDIRECT
426501	OTHER DEDUCTIONS
426502	SERP

Account	Account Description
426504	OFFICERS' TIA
426505	OFFICER LONG-TERM INCENT
426506	OTH SUPP RETIRE PMTS
426507	SR MGMT PENSION REST
426508	FOREIGN EXCHANGE LOSSES
426509	SERP - NON-MERCER
426511	LOSS ON ASSET IMPAIRMENT
426512	EXPATRIATE BENEFITS
426513	OTHER OFFICER BENEFITS
426515	SENIOR MANAGER - LONG TERM INCENTIVE
426516	HOURLY ELECTRICITY SWAP EXPENSE
426517	SERP - INTEREST
426518	GOODWILL IMPAIRMENT
426521	MISO EXIT FEE NON-OPERATING
426522	IMPAIRMENT ON INVESTMENT (NON-OPERATING)
426523	IMPAIRMENT ON ASSETS (NON-OPERATING)
426550	MTM LOSSES - NONHEDGING
426552	MTM LOSS - HEDGING
426553	MTM LOSS - HEDGING/ELECT SWAP EXP - NETTING
426555	HEDGE INEFFECTIVENESS INT RATE SWAP
426556	MTM LOSSES - NONHEDGING - NETTING
426557	AMORT OF OCI-PCB JC2003A \$128M
426591	OTHER DEDUCTIONS - INDIRECT
426592	SERP - INDIRECT
426593	SERP - INTEREST - INDIRECT
426594	OFFICERS' TIA - INDIRECT
426595	OFF LONG-TERM INCENT - INDIRECT
426596	SENIOR MANAGER - LONG TERM INCENTIVE - INDIRECT
427001	INT-NOTES/DEBENTURES
427004	CLOSED 11/09 - INT-FM-6/96 5 5/8
427005	CLOSED 11/09 - INT-FM-6/98 6 3/4
427008	CLOSED 11/09 - INT-FM-7/02 7 1/2
427012	INT-FMB-08/03 6
427014	INT EXP-PCB CC2007A \$17.8M 02/26
427015	INT EXP-PCB TC2007A \$8.9M 03/37
427103	INT EXP-PCB CC2008A \$77.9M 02/32
427109	CLOSED 11/09 - INT-'86A 7 1/4% TC
427110	CLOSED 11/09 - INT-'86A 7 1/4%
427112	CLOSED 11/09 - INT-'89A 7 3/4%
427113	CLOSED 11/09 - INT-'89A 7 3/4% TC
427114	CLOSED 11/09 - INT-'90A 7.45%
427115	CLOSED 11/09 - INT-'90A 7 5/8%
427116	INT-'90 SER B,6.55%
427117	INT-'92 SER A,VAR
427118	INT-'92 SER A,VAR/TC
427119	CLOSED 11/09 - INTEREST RATE SWAPS
427120	INT-'93 A-VAR
427121	INT-'93 B-5 5/8
427122	INT-'93 C-5.45
427123	INT-'95 A-5.90
427124	INT-'96 A
427125	INT EXP-PCB LM/JC2007A \$31M 06/33
427126	INT EXP-PCB LM/JC2007B \$35.2M 06/33
427127	INT EXP-PCB TC2007A \$60M 06/33
427128	INT EXP-PCB JC2000A \$25M 05/27
427129	INT EXP-PCB TC2000A \$83.3M 08/30
427130	INT EXP-PCB JC2001A \$10.1M 09/27
427133	INT-KU SERIES P 7.92%
427134	INT-KU SERIES P 8.55%
427135	CLOSED 11/09 - INT-KU SERIES Q 5.95%
427136	INT-KU SERIES Q 6.32%
427137	INT-KU SERIES R 7.55%
427138	INT-KU SERIES S
427139	INT-KU SERIES 1B 6.25%
427140	INT-KU SERIES 2B 6.25%
427141	INT-KU SERIES 3B 6.25%

Account	Account Description
427142	INT-KU SERIES 4B 6.25%
427143	CLOSED 11/09 - INT-KU SERIES 7
427144	CLOSED 11/09 - INT-KU SERIES 7
427145	INT-KU SERIES 8
427147	INT-KU SERIES 10, VARIOUS, DUE 11/01/24
427148	INT EXP-PCB MERC2000A \$12.9M 05/23
427149	CLOSED 09/09 - HARDIN PROMISSORY NOTE 8% DUE 1/5/99
427151	CLOSED 09/09 - KU INT. EXP. ON SWAP-MATURES 5/15/07, \$53M
427152	KU INT. EXP. ON SWAP-MATURES 12/1/23, \$50M
427153	KU INT. EXP. ON SWAP-MATURES 6/1/25, \$50M
427161	INT EXP-SWAP-JPM \$83.335M 11/20 5.495%
427162	CLOSED 09/09 - LGE INT. EXP. ON SWAP-MATURES 2/3/03, \$17M
427164	INT EXP-SWAP-MS \$32M 10/32 3.657%
427165	INT EXP-SWAP-MS \$32M 10/32 3.645%
427166	INT EXP-SWAP-BOA \$32M 10/32 3.695%
427167	CLOSED 03/09 - LGE INT EXP SWAP-10/1/33
427180	INT EXP-PCB JC2001A \$22.5M 9/26
427181	INT EXP-PCB TC2001A \$27.5M 9/26
427182	INT EXP-PCB JC2001B \$35M 11/27
427183	INT EXP-PCB TC2001B \$35M 11/27
427184	INT EXP-PCB CC2002A \$20.93M 2/32
427185	INT EXP-PCB CC2002B \$2.4M 2/32
427186	INT EXP-PCB MERC2002A \$7.4M 2/32
427187	INT EXP-PCB MUHC2002A \$2.4M 2/32
427188	INT EXP-PCB CC2002C \$96M 10/32
427189	INT EXP-PCB TC2002A \$41.665M 10/32
427190	INT EXP-PCB JC2003A \$128M
427192	INT EXP-PCB CC2004A \$50M 10/34
427194	INT EXP-PCB LM/JC2005A \$40M 2/35
427195	CLOSED 03/09 - INT EXP - PCB CC2005A \$13M 6/35
427196	CLOSED 03/09 - INT EXP - PCB CC2005B \$13M 6/35
427197	CLOSED 03/09 - INT EXP - PCB CC2006A \$17M 6/36
427198	CLOSED 03/09 - INT EXP - PCB CC2006C \$17M 6/36
427199	INT EXP-PCB CC2006B \$54M 10/34
427200	CLOSED 11/09 - INT-OTHER LTD
427201	CLOSED 11/09 - INT EXP- SWAP
427202	INTEREST EXPENSE - FASB 133
427203	CLOSED 09/09 - \$5.875 PREF STK DIVIDENDS
427301	CAP INT - IFRS
427401	HEDGE INEFFECTIVENESS INT RATE SWAP
428002	CLOSED 11/09 - AM-DISC FMB 6/96
428003	CLOSED 11/09 - AM-DISC FMB 6/98
428004	CLOSED 11/09 - AM EXP \$17.8M 2/26
428005	CLOSED 11/09 - AM EXP %8.9M 3/37
428006	CLOSED 11/09 - AM-DISC FMB 7/02
428008	CLOSED 09/09 - AM EXP - PREFERRED STK \$5.875 7/1/08
428030	AM EXP \$31M 6/33
428031	AM EXP \$35.2M 6/33
428035	AM EXP-PCB TC2007A \$60M 6/33
428057	CLOSED 11/09 - AM-DISC PCK 12/16
428058	CLOSED 11/09 - AM-DISC PCL 12/16
428059	AM EXP-PCB JC2001A \$10.1M 9/27
428060	CLOSED 11/09 - AM-DISC PCN 2/19
428061	CLOSED 11/09 - AM-DISC PCO 2/19
428062	CLOSED 11/09 - AM-DISC PCP 6/15/15
428063	CLOSED 11/09 - AM-DISC PCQ 11/1/20
428064	AM-DISC PCR 11/1/20
428065	AM-DISC PCS 09/2017
428066	AM-DISC PCT 09/2017
428067	AM-DISC PCU 08/2013
428068	AM-DISC PCV 08/2019
428069	AM-DISC PCW 10/2020
428070	AM-DISC PCX 04/2023
428071	AM-DISC PC 96A 9/26
428072	AM-DIS PC 96ATC 9/26
428073	AM-DIS PC 967A 11/1

Account	Account Description
428074	AM-DIS PC 97ATC 11/1
428075	AMDISC PCB 00 5/27
428076	AM EXP-PCB TC2000A \$83M 8/30
428080	AM EXP-PCB JC2001A \$22.5M 9/26
428081	AM EXP-PCB TC2001A \$27.5M 9/26
428082	AM EXP-PCB JC2001B \$35M 11/27
428083	AM EXP-PCB TC2001B \$35M 11/27
428089	AM EXP-PCB TC2002A \$41.665M 10/32
428090	OTHER AMORT OR DEBT DISCOUNT AND EXP
428091	AM EXP-PCB LM/JC2003A \$128M
428094	AM EXP-PCB LM/JC2005A \$40M 2/35
428099	CLOSED 09/09 - AM-DISC/EXP-BUDGET
428101	CLOSED 09/09 - AM-LOSS-REACQ-1982 F
428102	CLOSED 09/09 - AM-LOSS-REACQ-1982 G
428104	AM LOSS-1985J \$25M 07/95
428105	CLOSED 11/09 - AM-LOSS-REACQ-FMB 00
428106	AM-LOSS-REACQ-FMB 05
428107	AM LOSS-FMB \$25M 10/09
428108	AM LOSS-1976B \$35.2M 09/06
428109	AM LOSS-1975A \$31M 09/00
428110	AM LOSS-1987A \$60M 08/97
428111	CLOSED 09/09 - AM-LOSS-REACQ-1990 Q
428112	CLOSED 09/09 - AM-LOSS-REACQ-1990 R
428115	CLOSED 09/09 - AM-LOSS-REACQ-1978 C
428116	CLOSED 09/09 - AM-LOSS-REACQ-1979 D
428117	CLOSED 09/09 - AM-LOSS-REACQ-1984 I
428118	CLOSED 09/09 - AM-LOSS-REACQ-1985 J
428119	CLOSED 09/09 - AM-LOSS-REACQ-1986 K
428120	CLOSED 09/09 - AM-LOSS-REACQ-1986 L
428121	CLOSED 09/09 - AM-LOSS-REACQ-1989 N
428122	CLOSED 09/09 - AM-LOSS-REACQ-1989 O
428123	CLOSED 09/09 - AMORT.-LOSS ON REACQUIRED DEBT-FMB DUE 7/1/2002
428124	AM LOSS-PCB JC1990A \$25M 06/15
428125	AM LOSS-PCB TC1990A \$83.3M 11/20
428126	AM LOSS-PCB LM/JC2007B \$35.2M 06/33
428127	AM LOSS-PCB LM/JC2007A \$31M 06/33
428128	AM LOSS-PCB JC2000A \$25M 05/27
428130	AM LOSS-PCB JC1992A \$31M 09/17
428131	AM LOSS-PCB JC1993A \$35.2M 08/13
428135	AM LOSS REACQ \$60M 6/33
428144	CLOSED 11/09 - AM LOSS REACQ \$17.8M 2/26
428145	CLOSED 11/09 - AM LOSS REACQ \$8.9M 3/37
428180	AM LOSS-PCB JC1996A \$22.5M 09/26
428181	AM LOSS-PCB TC1996A \$27.5M 09/26
428182	AM LOSS-PCB JC1997A \$35M 11/27
428183	AM LOSS-PCB TC1997A \$35M 11/27
428189	AM LOSS-TC1990B \$41.665M 10/20
428190	OTHER AMORT-REACQ DEBT
428191	AM LOSS-JC1993B \$26M 11/03
428192	AM LOSS-LM/JC2003A \$128M 10/33
428194	AM LOSS-JC1995A \$40M 11/05
428195	CLOSED 03/09 - AM LOSS REACQ PRE STK 5.875
428196	AM LOSS-PCB LM/JC2005A \$40M 02/35
429002	CLOSED 09/09 - AM-PREM 6/1/98
429006	CLOSED 09/09 - AM-PREM 7/1/02
430001	INT-ADV FR ASSOC CO
430002	INT-DEBT TO ASSOC CO
430003	INT EXP ON NOTES TO FIDELIA
430004	I/C INT EXP - E.ON NORTH AMERICA
430006	CLOSED 09/09 - ECC INT EXP - IR SWAP - E.ON AG
430092	I/C INT - E.ON U.S.
430093	I/C INT - ARG III
430094	I/C INT - ARG II
430095	I/C INT - LG&E INTL
430096	CLOSED 03/09 - I/C INT - MONEY POOL
430097	I/C INT - E.ON US CC

Account	Account Description
431001	CLOSED 09/09 - INT-NOTES PAYABLE
431002	INT-CUST DEPOSITS
431003	INT-FED TAX DEFNCY
431004	INT-OTHER TAX DEFNCY
431005	INT-GAS REFUNDS
431007	INT-NQ THRIFT PLAN
431008	INT-DSM COST RECOVER
431009	CLOSED 09/09 - INT-SHORT TERM DEBT
431010	CLOSED 09/09 - INT-KEYMAN LIFE INS (KU ONLY)
431011	CLOSED 11/09 - INT-FED RAR RESERVE (KU ONLY)
431012	INTERCOMPANY INTEREST
431013	OTHER INT EXP FROM NON-FINANCIAL LIABILITIES
431104	INTEREST EXPENSE FROM FINANCIAL LIABILITIES
431105	INTERCOMPANY INTEREST EXPENSE FROM FINANCIAL LIABILITIES
432001	ALLOW FOR FUNDS USED DURING CONSTRUC-BORROWED
433001	CURR MONTH NET INC
433050	SAP ONLY - RECLASS NET INCOME TO CURRENT YEAR RETAINED EARNINGS - OFFSET
433093	PAA-NON-CONTROLLING INTEREST IS
433098	NON-CONTROLLING INTEREST - INC STMT - CENTRO
433100	REVENUES - DISCONTINUED OPERATIONS
433101	OTHER EXPENSES - DISCONTINUED OPERATIONS
433102	PROVISION FOR INCOME TAXES - DISCONTINUED OPERATIONS
434002	CLOSED 09/09 - CUMULATIVE EFFECT OF CHANGE IN ACCOUNTING PRINCIPLE
435001	CLOSED 09/09 - CUMM EFFECT OF ACCT CHANGE
437001	CLOSED 09/09 - PFD DIV-\$25 PV-5%
437003	CLOSED 09/09 - PFD DIV W/O PV-\$8.72
437006	CLOSED 09/09 - PFD DIV AUCTION RATE
437007	CLOSED 09/09 - PFD DIV W/O PV-5.875
438002	COMMON STK DIVS DECL - EUSIC
438003	COMMON STK DIVS DECL - LEL
438004	DIVIDENDS DECLARED - CENTRO
439001	ADJ TO RETAINED EARN
440010	RESID (FUEL) - KWH
440011	RESID (FUEL) - CUS
440101	ELECTRIC RESIDENTIAL DSM
440102	ELECTRIC RESIDENTIAL ENERGY NON-FUEL REV
440103	ELECTRIC RESIDENTIAL ENERGY FUEL REV
440104	ELECTRIC RESIDENTIAL FAC
440111	ELECTRIC RESIDENTIAL ECR
440112	ELECTRIC RESIDENTIAL MSR
440113	ELECTRIC RESIDENTIAL ESM
440114	ELECTRIC RESIDENTIAL VDT
440117	ELECTRIC RESIDENTIAL ENERGY ECR
440118	ELECTRIC RESIDENTIAL DEMAND CHG REV
440119	ELECTRIC RESIDENTIAL CUST CHG REV
440120	ELECTRIC RESIDENTIAL REV OFFSET
442010	SM COMRC/IND SALE-EL - KWH
442011	SM COMRC/IND SALE-EL - CUS
442020	LG COMMERC SALES-EL - KWH
442021	LG COMMERC SALES-EL - CUS
442025	KU COMMERCIAL SALES - KWH
442026	KU COMMERCIAL SALES - CUS
442030	LG INDUSTR SALES-EI-OTHER - KWH
442031	LG INDUSTR SALES-EL-OTHER - CUS
442035	KU INDUSTRIAL SALES - KWH
442036	KU INDUSTRIAL SALES - CUS
442065	MINE POWER SALES (COAL) - KWH
442066	MINE POWER SALES (COAL) - CUS
442101	ELECTRIC SMALL COMMERCIAL DSM
442102	ELECTRIC SMALL COMMERCIAL ENERGY NON-FUEL REV
442103	ELECTRIC SMALL COMMERCIAL ENERGY FUEL REV
442104	ELECTRIC SMALL COMMERCIAL FAC
442105	ELECTRIC SMALL COMMERCIAL STOD
442111	ELECTRIC SMALL COMMERCIAL ECR
442112	ELECTRIC SMALL COMMERCIAL MSR
442113	ELECTRIC SMALL COMMERCIAL ESM

Account	Account Description
442114	ELECTRIC SMALL COMMERCIAL VDT
442117	ELECTRIC SMALL COMMERCIAL ENERGY ECR
442118	ELECTRIC SMALL COMMERCIAL DEMAND CHG REV
442119	ELECTRIC SMALL COMMERCIAL CUST CHG REV
442201	ELECTRIC LARGE COMMERCIAL DSM
442202	ELECTRIC LARGE COMMERCIAL ENERGY NON-FUEL REV
442203	ELECTRIC LARGE COMMERCIAL ENERGY FUEL REV
442204	ELECTRIC LARGE COMMERCIAL FAC
442205	ELECTRIC LARGE COMMERCIAL STOD
442211	ELECTRIC LARGE COMMERCIAL ECR
442212	ELECTRIC LARGE COMMERCIAL MSR
442213	ELECTRIC LARGE COMMERCIAL ESM
442214	ELECTRIC LARGE COMMERCIAL VDT
442216	ELECTRIC LARGE COMMERCIAL DEMAND ECR
442217	ELECTRIC LARGE COMMERCIAL ENERGY ECR
442218	ELECTRIC LARGE COMMERCIAL DEMAND CHG REV
442219	ELECTRIC LARGE COMMERCIAL CUST CHG REV
442220	ELECTRIC LARGE COMMERCIAL OFFSET
442301	ELECTRIC INDUSTRIAL DSM
442302	ELECTRIC INDUSTRIAL ENERGY NON-FUEL REV
442303	ELECTRIC INDUSTRIAL ENERGY FUEL REV
442304	ELECTRIC INDUSTRIAL FAC
442305	ELECTRIC INDUSTRIAL STOD
442311	ELECTRIC INDUSTRIAL ECR
442312	ELECTRIC INDUSTRIAL MSR
442313	ELECTRIC INDUSTRIAL ESM
442314	ELECTRIC INDUSTRIAL VDT
442316	ELECTRIC INDUSTRIAL DEMAND ECR
442317	ELECTRIC INDUSTRIAL ENERGY ECR
442318	ELECTRIC INDUSTRIAL DEMAND CHG REV
442319	ELECTRIC INDUSTRIAL CUST CHG REV
442320	ELECTRIC INDUSTRIAL OFFSET
442601	MINE POWER DSM
442602	MINE POWER ENERGY NON-FUEL REV
442603	MINE POWER ENERGY FUEL REV
442604	MINE POWER FAC
442605	MINE POWER STOD
442611	MINE POWER ECR
442612	MINE POWER MSR
442613	MINE POWER ESM
442614	MINE POWER VDT
442616	MINE POWER DEMAND ECR
442617	MINE POWER ENERGY ECR
442618	MINE POWER DEMAND CHG REV
442619	MINE POWER CUST CHG REV
442620	MINE POWER REV OFFSET
444010	PUBLIC ST/HWY LIGHTS - KWH
444011	PUBLIC ST/HWY LIGHTS - CUS
444101	ELECTRIC STREET LIGHTING DSM
444102	ELECTRIC STREET LIGHTING ENERGY NON-FUEL REV
444103	ELECTRIC STREET LIGHTING ENERGY FUEL REV
444104	ELECTRIC STREET LIGHTING FAC
444105	ELECTRIC STREET LIGHTING STOD
444111	ELECTRIC STREET LIGHTING ECR
444112	ELECTRIC STREET LIGHTING MSR
444113	ELECTRIC STREET LIGHTING ESM
444114	ELECTRIC STREET LIGHTING VDT
444117	ELECTRIC STREET LIGHTING ENERGY ECR
444118	ELECTRIC STREET LIGHTING DEMAND CHG REV
444119	ELECTRIC STREET LIGHTING CUST CHG REV
444120	ELECTRIC STREET LIGHTING OFFSET
445010	SALES-PUB AUTH-ELEC - KWH
445011	SALES-PUB AUTH-ELEC - CUS
445030	MUNICIPAL PUMPING - KWH
445031	MUNICIPAL PUMPING - CUS
445101	ELECTRIC PUBLIC AUTH DSM

Account	Account Description
445102	ELECTRIC PUBLIC AUTH ENERGY NON-FUEL REV
445103	ELECTRIC PUBLIC AUTH ENERGY FUEL REV
445104	ELECTRIC PUBLIC AUTH FAC
445105	ELECTRIC PUBLIC AUTH STOD PCR
445111	ELECTRIC PUBLIC AUTH ECR
445112	ELECTRIC PUBLIC AUTH MSR
445113	ELECTRIC PUBLIC AUTH ESM
445114	ELECTRIC PUBLIC AUTH VDT
445116	ELECTRIC PUBLIC AUTH DEMAND ECR
445117	ELECTRIC PUBLIC AUTH ENERGY ECR
445118	ELECTRIC PUBLIC AUTH DEMAND CHG REV
445119	ELECTRIC PUBLIC AUTH CUST CHG REV
445120	ELECTRIC PUBLIC AUTH OFFSET
445301	MUNI PUMPING DSM
445302	MUNI PUMPING ENERGY NON-FUEL REV
445303	MUNI PUMPING ENERGY FUEL REV
445304	MUNI PUMPING FAC
445305	MUNICIPAL PUMPING STOD
445311	MUNI PUMPING ECR
445312	MUNI PUMPING MSR
445313	MUNI PUMPING ESM
445314	MUNI PUMPING VDT
445316	MUNI PUMPING DEMAND ECR
445317	MUNI PUMPING ENERGY ECR
445318	MUNI PUMPING DEMAND CHG REV
445319	MUNI PUMPING CUST CHG REV
445320	MUNI PUMPING REV OFFSET
447005	I/C SALES - OSS
447006	I/C SALES NL
447007	CLOSED 09/09 - I/C SALES - WKEC
447008	CLOSED 09/09 - I/C SALES - LEM
447010	FIRM SALES - ENERGY-OTHER - KWH
447011	FIRM SALES - ENERGY-OTHER - CUS
447012	FIRM SALES - ENERGY-BREC
447013	FIRM SALES - ENERGY-OGLETHORPE
447014	FIRM SALES - ENERGY-HMPL
447015	CLOSED 11/09 - FIRM SALES - ENERGY-HOOSIER
447016	SALES - MISO DAY 2 - OSS
447020	FIRM SALES - DEMAND-OTHER
447021	FIRM SALES - MUNI/BEREA - KWH
447022	FIRM SALES - MUNI/BEREA - CUS
447030	CLOSED 11/09 - WHEELING SLS-ENERGY
447040	CLOSED 11/09 - WHEELING SLS-TRANS
447043	BULK POWER SALES - DEMAND - KWH
447044	BULK POWER SALES - DEMAND - CUS
447045	BULK POWER SALES - ENERGY - KWH
447046	CLOSED 11/09 - BULK POWER SALES - ENERGY - CUS
447049	SPOT SALES - ENERGY
447050	SPOT SALES - ENERGY - KWH
447055	SPOT SALES - DEMAND
447060	SPOT SALES - TRANS
447081	CLOSED 11/09 - ANC REV-SCHED
447090	CLOSED 11/09 - POWER SALES - CALL OPTION
447100	BROKERED SALES
447101	CLOSED 11/09 - BROKERED SALES-KWH
447103	BROKERED OFF SYSTEM SALES - DEMAND
447104	CLOSED 11/09 - BROKERED OFF SYSTEM SALES - TRANSMISSION
447105	BROKERED OFF SYSTEM SALES - CUST
447106	INTERCOMPANY BROKERED SALES
447107	CLOSED 09/09 - INTERCO. BROKERED SALES - WKEC
447108	CLOSED 09/09 - INTERCO. BROKERED SALES - LEM
447109	BROKERED SALES - MISO DAY 2
447110	SETTLED SWAP REVENUE
447120	SETTLED SWAP REVENUE - PROPRIETARY
447121	SETTLED SWAP/REVENUE - PROPRIETARY - NETTING
447200	BROKERED PURCHASES

Account	Account Description
447202	CLOSED 09/09 - INTERCO. BROKERED PURCHASES - WKEC
447203	CLOSED 09/09 - INTERCO. BROKERED PURCHASES - LEM
447209	BROKERED PURCHASES - MISO Day 2
447210	SETTLED SWAP EXPENSE
447220	SETTLED SWAP EXPENSE - PROPRIETARY
447221	SETTLED SWAP EXPENSE - PROPRIETARY - NETTING
447302	RESALE MUNICIPALS BASE REV
447303	RESALE MUNICIPALS BASE REV FUEL
447304	RESALE MUNICIPALS FAC
447318	RESALE MUNICIPALS DEMAND CHG REV
447320	RESALE MUNICIPALS OFFSET
449102	PROVISION FOR RATE REFUND/COLLECTION
449105	RATE REFUNDS-RETAIL
449107	CLOSED 11/09 - RATE REFUNDS-FOREIGN
450001	FORFEITED DISC/LATE PAYMENT CHARGE-ELEC
450002	FORFEITED DISC/LATE PAYMENT CHARGE - MUNI INTEREST
451001	RECONNECT CHRGE-ELEC
451002	TEMPORARY SERV-ELEC
451003	CLOSED 11/09 - SERV CUST INSTL-ELEC
451004	OTH SERVICE REV-ELEC
454001	CATV ATTACH RENT
454002	OTH RENT-ELEC PROP
454003	RENT FRM FIBER OPTIC
454004	RENT INCOME-ASSOC. CO. KU ENERGY
456001	MATERIAL PROFIT-ELEC
456003	COMP-TAX REMIT-ELEC
456004	COMP-STBY PWR-H2O CO
456005	ENRG ANLYS-RES-ELEC
456007	RET CHECK CHRGE-ELEC
456008	OTHER MISC ELEC REVS
456009	CLOSED 11/09 - SLS-SAFE CL TST RES
456012	CLOSED 11/09 - IMPA TRANS LOSSES
456013	LPM LD DISPATCH FEE
456015	CLOSED 11/09 - TVA DISPATCH FEES
456016	CLOSED 11/09 - ENERTECH INC FEES
456017	CLOSED 11/09 - HOME SVCS INC FEES
456019	CLOSED 11/09 - LGANDE CREDIT CORP. FEES
456022	COAL RESALE REVENUES
456025	OSS RSG MWP
456028	EXCESS FACILITIES CHARGES/NRB ELECTRIC REV (ENDED 04/09)
456029	GYPSUM REVENUES
456030	FORFEITED REFUNDABLE ADVANCES
456040	TRANSMISSION SERVICE OPERATOR REVENUES
456041	CLOSED 11/09 - PERFORMANCE BASED RATES
456042	CLOSED 11/09 - FUTURES INCOME
456043	MISO SCHEDULE 10 OFFSET
456050	TRANSMISSION FOR RESALE
456099	PWR DEL TO GOVT
456101	BASE OTHER ELECTRIC REVENUES-WHEELING-MISO
456102	ANCILLARY SERVICE SCHEDULE 1-MISO
456103	ANCILLARY SERVICE SCHEDULE 2-MISO
456104	BASE ELECTRIC REVENUES-OSS-MISO
456105	ANCILLARY SERVICE SCHEDULE 1-OSS-MISO
456106	ANCILLARY SERVICE SCHEDULE 2-OSS-MISO
456107	IMEA TRANSMISSION CHARGE
456108	IMPA TRANSMISSION CHARGE
456109	NL TRANSMISSION OF ELECTRIC ENERGY-3RD PARTY
456114	INTERCOMPANY TRANSMISSION REVENUE
456115	CLOSED 11/09 - TRANSMISSION FOR RESALE
456116	INTERCOMPANY TRANSMISSION REVENUE - MUNICIPALS
456124	I/C TRANSMISSION RETAIL REVENUE - NATIVE LOAD
456127	TRANSMISSION SERVICE REVENUE - CC (OSS-STAT ONLY)
457101	DIRECT COSTS CHARGED
457102	ANCILLARY SERVICE REVENUE SCHEDULE 1 - OSS-MISO
457103	ANCILLARY SERVICE REVENUE SCHEDULE 2 - OSS-MISO
457201	INDIRECT COSTS CHARGED

Account	Account Description
480010	RESID VARIABLE(FUEL) - MCF
480011	RESID VARIABLE(FUEL) - CUS
480020	CLOSED 11/09 - RES NON-VAR GAS
480101	GAS RESIDENTIAL DSM
480102	GAS RESIDENTIAL ENERGY REV
480104	GAS RESIDENTIAL GSC
480107	GAS RESIDENTIAL WNA
480114	GAS RESIDENTIAL VDT
480119	GAS RESIDENTIAL CUST CHG REV
481010	COMMERCIAL SALES-GAS - CU
481011	COMMERCIAL SALES-GAS - MCF
481020	INDUSTRIAL SALES-GAS - CU
481021	INDUSTRIAL SALES-GAS - MCF
481101	GAS COMMERCIAL DSM
481102	GAS COMMERCIAL ENERGY REV
481104	GAS COMMERCIAL GSC
481107	GAS COMMERCIAL WNA
481114	GAS COMMERCIAL VDT
481119	GAS COMMERCIAL CUST CHG REV
481202	GAS INDUSTRIAL ENERGY REV
481204	GAS INDUSTRIAL GSC
481214	GAS INDUSTRIAL VDT
481219	GAS INDUSTRIAL CUST CHG REV
482010	SALES-PUB AUTH-GAS - CUS
482011	SALES-PUB AUTH-GAS - MCF
482101	GAS PUBLIC AUTH DSM
482102	GAS PUBLIC AUTH ENERGY REV
482104	GAS PUBLIC AUTH GSC
482107	GAS PUBLIC AUTH WNA
482114	GAS PUBLIC AUTH VDT
482119	GAS PUBLIC AUTH CUST CHG REV
483001	OFF SYSTEM SALES FOR RESALE (MCF)
483002	CLOSED 11/09 - OFF SYSTEM SALES FOR RESALE (CU)
483003	SETTLED SWAP REVENUE - NG
483004	SETTLED SWAP EXPENSE - NG
483005	SETTLED FUTURE REVENUE - NG
483006	SETTLED FUTURE EXPENSE - NG
483007	SETTLED SWAP/FUTURE REVENUE - NG - NETTING
483008	SETTLED SWAP/FUTURE EXPENSE - NG - NETTING
484001	GAS INTERDEPARTMENTAL SALES
484102	GAS INTERDEPARTMENTAL BASE REVENUES
484104	GAS INTERDEPARTMENTAL GSC
484114	GAS INTERDEPARTMENTAL VDT
484119	GAS INTERDEPARTMENTAL CUSTOMER CHARGE
487001	FORFEITED DISC/LATE PAYMENT CHARGE-GAS
488001	RECONNECT CHRGS-GAS
488002	TEMPORARY SERV-GAS
488004	METER TESTS-GAS
489001	CLOSED 03/09 - REV-GAS TRANS-INDUST
489002	CLOSED 03/09 - DIR PAY-GAS TRANSP
489003	CLOSED 03/09 - REV-GAS TRANSP-COMM
489004	CLOSED 03/09 - REV-GAS TR-PUB AUTH
489101	CLOSED 03/09 - GAS TRASPORT DSM
489114	CLOSED 03/09 - GAS TRASPORT VDT
489115	CLOSED 03/09 - GAS TRANSPORTATION REVENUE - INTERDEPARTMENT
489201	GAS TRANSPORT INTERDEPARTMENTAL - BASE
489204	GAS TRANSPORT INTERDEPARTMENTAL - GSC
489214	GAS TRANSPORT INTERDEPARTMENTAL - VDT
489215	GAS TRANSPORT - INTERDEPARTMENTAL
489219	GAS TRANSPORT INTERDEPARTMENTAL - CUSTOMER CHARGE
489301	GAS TRANSPORT - DSM
489302	GAS TRANSPORT - INDUSTRIAL
489304	GAS TRANSPORT - GSC
489312	GAS TRANSPORT - DIRECT PAY
489314	GAS TRANSPORT - VDT
489319	TRANSPORT GAS - CUSTOMER CHARGE

Account	Account Description
489322	GAS TRANSPORT - COMMERCIAL
489332	GAS TRANSPORT - PUBLIC AUTHORITY
493001	RENT-GAS PROPERTY
494001	INTERDEPT RENTS
495001	CLOSED 11/09 - MATERIAL PROFIT-GAS
495002	COMP-TAX REMIT-GAS
495003	CLOSED 11/09 - ENRG ANLYS-RES-GAS
495005	RET CHECK CHRG-GAS
495006	OTHER GAS REVENUES
495008	CNG REVENUES
495009	CLOSED 11/09 - ENERTECH INC FEES
495010	HOME SVCE INC FEES
495011	CLOSED 11/09 - GAS LINE REPR PROFIT
495013	CLOSED 11/09 - CUSTOMER GAS LINE INSTALLATION
495014	CLOSED 11/09 - LG&E CREDIT CORP. FEES
495015	LG&E NRB GAS REVENUES
500100	OPER SUPER/ENG
500900	OPER SUPER/ENG - INDIRECT
501001	FUEL-COAL - TON
501002	FUEL-COAL - BTU
501003	COAL ADDITIVES
501004	FUEL COAL - INTERCOMPANY UTILITY OSS
501005	FUEL COAL - OSS
501006	FUEL COAL - OFFSET
501007	FUEL COAL - INTERCOMPANY UTILITY RETAIL
501008	FUEL COAL - INTERCOMPANY LEM
501020	START-UP OIL -GAL
501021	START-UP OIL - BTU
501022	STABILIZATION OIL - GAL
501023	STABILIZATION OIL - BTU
501024	GENERATION OIL - GAL
501025	GENERATION OIL - BTU
501026	COAL RESALE EXPENSES
501030	PETROLEUM COKE - TON
501060	CLOSED 11/09 - SYNFUEL - TON
501090	FUEL HANDLING
501091	FUEL SAMPLING AND TESTING
501092	FUEL HANDLING-GALS
501093	FUEL HANDLING-BTU
501099	KWH GENERATED-COAL
501100	START-UP GAS - MCF
501101	START-UP GAS - BTU
501102	STABILIZATION GAS - MCF
501103	STABILIZATION GAS - BTU
501110	GENERATION GAS - MAIN BOILER -MCF
501115	CLOSED 11/09 - FUEL REFUND ADJUSTMENT
501200	BOTTOM ASH DISPOSAL
501201	ECR BOTTOM ASH DISPOSAL
501202	BOTTOM ASH PROCEEDS
501250	FLY ASH PROCEEDS
501251	FLY ASH DISPOSAL
501252	ECR FLY ASH DISPOSAL
501299	KWH GENERATED-OIL
501990	FUEL HANDLING - INDIRECT
501993	FUELS PROCUREMENT - INDIRECT
502001	OTHER WASTE DISPOSAL
502002	BOILER SYSTEMS OPR
502003	SDRS OPERATION
502004	SDRS-H2O SYS OPR
502005	SLUDGE STAB SYS OPR
502006	SCRUBBER REACTANT EX
502011	ECR OTHER WASTE DISPOSAL
502012	ECR LANDFILL OPERATION
502021	OTHER WASTE DISPOSAL - RETAIL
502022	OTHER WASTE DISPOSAL - OSS
502023	OTHER WASTE DISPOSAL - OFFSET

Account	Account Description
502024	SCRUBBER REACTANT - RETAIL
502025	SCRUBBER REACTANT - OSS
502026	SCRUBBER REACTANT - OFFSET
502100	STM EXP(EX SDRS.SPP)
502900	STM EXP(EX SDRS.SPP) - INDIRECT
503100	STEAM-OTHER SOURCES
505100	ELECTRIC SYS OPR
506001	STEAM OPERATION-AIR QUALITY MONITORING AND CONTROL EQUIPMENT
506100	MISC STM PWR EXP
506102	MISC STM PWR EXP-GALS
506103	MISC STM PWR EXP-BTU
506104	NOX REDUCTION REAGENT
506105	OPERATION OF SCR/NOX REDUCTION EQUIP
506106	SCR/NOX - RETAIL
506107	SCR/NOX - OSS
506108	SCR/NOX - OFFSET
506109	SORBENT INJECTION OPERATION
506110	MERCURY MONITORS OPERATIONS
506111	ACTIVATED CARBON
506199	CLOSED 03/09 - CAPITAL EXPENSES - DISCONTINUED OPS
506900	MISC STM PWR EXP - INDIRECT
507100	RENTS-STEAM
509001	CLOSED 01/09 - SO2 EMISSION ALLOWANCES
509002	SO2 EMISSION ALLOWANCES
509003	NOX EMISSION ALLOWANCES
509004	EMISSION ALLOWANCES - RETAIL
509005	CLOSED 01/09 - EMISSION ALLOWANCES - OSS
509006	CLOSED 01/09 - EMISSION ALLOWANCES - OFFSET
509007	EMISSION ALLOWANCES - OSS
509008	EMISSION ALLOWANCES - OFFSET
509100	ALLOWANCES - CLEAR AIR
510100	MTCE SUPER/ENG - STEAM
511100	MTCE-STRUCTURES
512005	MAINTENANCE-SDRS
512011	INSTR/CNTRL-ENVRNL
512015	SDRS-COMMON H2O SYS
512017	MTCE-SLUDGE STAB SYS
512100	MTCE-BOILER PLANT
512101	MAINTENANCE OF SCR/NOX REDUCTION EQUIP
512102	SORBENT INJECTION MAINTENANCE
512103	MERCURY MONITORS MAINTENANCE
512105	ECR LANDFILL MAINTENANCE
512106	ECR CCP SYSTEM MAINTENANCE
512900	MTCE-BOILER PLANT - INDIRECT
513100	MTCE-ELECTRIC PLANT
513900	MTCE-ELECTRIC PLANT - BOILER
514100	MTCE-MISC/STM PLANT
535100	OPER SUPER/ENG-HYDRO
536100	WATER FOR POWER
536101	KWH GENERATED-HYDRO
537100	HYDRAULIC EXPENSES
538100	ELECTRIC EXPENSES - HYDRO
539100	MISC HYD PWR GEN EXP
540100	RENTS-HYDRO
541100	MTCE-SUPER/ENG - HYDRO
542100	MAINT OF STRUCTURES - HYDRO
543100	MTCE-RES/DAMS/WATERW
544100	MTCE-ELECTRIC PLANT
545100	MTCE-MISC HYDAULIC PLANT
546100	OPER SUPER/ENG - TURBINES
547010	KWH GEN-OTH PWR-OIL
547020	KWH GEN-OTH PWR-GAS
547030	FUEL-GAS - MCF
547031	FUEL-GAS - BTU
547040	FUEL-OIL - GAL
547041	FUEL-OIL - BTU

Account	Account Description
547051	FUEL - INTERCOMPANY UTILITY OSS
547052	FUEL - OSS
547053	FUEL - OFFSET
547054	FUEL - INTERCOMPANY UTILITY RETAIL
547055	CLOSED 11/09 - FUEL - INTERCOMPANY LEM
547056	FUEL - GAS - INTRACOMPANY
547057	FUEL - GAS - INTRACOMPANY - BTU
547100	CLOSED 11/09 - TEST ENERGY - MCF
547101	CLOSED 11/09 - TEST ENERGY - BTU
547102	CLOSED 11/09 - TEST ENERGY - KWH
548100	GENERATION EXP
549001	SO2 EMISSION ALLOWANCES-CTS
549002	AIR QUALITY EXPENSES
549003	NOX EMISSION ALLOWANCES
549004	CLOSED 11/09 - EMISSION ALLOWANCES - RETAIL
549005	CLOSED 11/09 - EMISSION ALLOWANCES - OSS
549006	CLOSED 11/09 - EMISSION ALLOWANCES - OFFSET
549100	MISC OTH PWR GEN EXP
549101	CLOSED 11/09 - MISC OTH PWR GEN EXP - KWH
549200	CLOSED 11/09 - TEST ENERGY
549296	ARGENTINE COST OF REVENUES
550100	RENTS-OTH PWR
551100	MTCE-SUPER/ENG - TURBINES
552100	MTCE-STRUCTURES - OTH PWR
553100	MTCE-GEN/ELECT EQ
554100	MTCE-MISC OTH PWR GEN
554101	CLOSED 11/09 - MTC-MISC OTH PWR GEN-GALS
554102	CLOSED 11/09 - MTC-MISC OTH PWR GEN-BTU
555001	FIRM POWER PURCHASES
555002	CLOSED 11/09 - WHEELING PURCHASES
555003	CLOSED 11/09 - EMERGENCY PURCHASES
555004	CLOSED 11/09 - OVEC SURPLUS PURCH (KWH)
555005	CLOSED 11/09 - OVEC SURPLUS PURCH
555006	MISO DAY 2 PURCHASED POWER - OSS
555007	MISO DAY 2 PURCHASED POWER - NL
555010	OSS POWER PURCHASES
555012	CLOSED 11/09 - PWR PURCHASE OPT PREM
555015	NL POWER PURCHASES - ENERGY
555016	NL POWER PURCHASES - DEMAND
555020	OSS I/C POWER PURCHASES
555025	NL I/C POWER PURCHASES
555101	INAD INTER REC-KWH
555110	INAD INTER DEL-KWH
556100	SYS CTRL / DISPATCHING
556900	SYS CTRL / DISPATCHING - INDIRECT
557100	OTH POWER SUPPLY EXP
557110	MARKET FEES - NATIVE LOAD
557111	MARKET FEES - OFF SYSTEM SALES
557200	CLOSED 11/09 - MISO DAY 2 SCH 16-FTR ADMIN FEE - OSS
557206	MISO DAY 2 OTHER - NATIVE LOAD
557207	MISO DAY 2 OTHER - OFF SYSTEM SALES
557208	RTO OTHER (NON-MISO) - NL
557209	RTO OTHER (NON-MISO) - OSS
557211	RTO OPERATING RESRV (NON-MISO) - NL
557212	RTO OPERATING RESRV (NON-MISO) - OSS
557999	KU PLANT ALLOCATION CLEARING ACCOUNT
558001	ELEC DEPT USE-CR
558002	OTHER DEPT USE-CR
560100	OP SUPER/ENG-SSTOPER
560900	OP SUPER/ENG-SSTOPER - INDIRECT
561100	LOAD DISPATCH-WELOB
561101	CLOSED 03/09 - LOAD DISPATCH-RELIABILITY
561190	LOAD DISPATCH - INDIRECT
561201	CLOSED 03/09 - LOAD DISPATCH-MONITOR AND OPERATE TRANSMISSION SYSTEM
561301	CLOSED 03/09 - LOAD DISPATCH-TRANSMISSION SERVICE AND SCHEDULING
561401	MISO DAY 1 SCH 10 - LOAD

Account	Account Description
561402	MISO DAY 1 SCH 10 - RESERVE
561403	NL MISO D1 SCHEDULE 10 - SCHEDULING, SYSTEM CONTROLS
561501	RELIABILITY, PLANNING AND STANDARDS DEVELOPMENT
561590	RELIABILITY, PLANNING AND STANDARDS DEVELOPMENT - INDIRECT
561601	TRANSMISSION SERVICE STUDIES
561701	CLOSED 11/09 - GENERATION INTERCONNECTION STUDIES
561801	MISO DAY 1 SCH 10 - LOAD
561802	MISO DAY 1 SCH 10 - RESERVE
561803	NL MISO D1 SCHEDULE 10 - RELIABILITY PLANNING
561900	LOAD DISPATCH-WELOB - INDIRECT
561901	BALANCING AUTHORITY EXPENSE (LABOR ONLY)
562100	STA EXP-SUBST OPER
563100	OTHER INSP-ELEC TRAN
563900	OTHER INSP-ELEC TRAN - INDIRECT
565001	IND-KY EL CORP LEASE
565002	TRANSMISSION ELECTRIC OSS
565003	TRANSMISSION CHARGES-ISO
565004	TRANSMISSION EXP - BREC
565005	TRANSMISSION ELECTRIC NATIVE LOAD
565006	TRANSMISSION ELECTRIC OSS - MISO
565007	TRANSMISSION ELECTRIC OSS - 3RD PARTY
565014	INTERCOMPANY TRANSMISSION EXPENSE
565016	INTERCOMPANY TRANSMISSION EXPENSE - MUNICIPALS
565024	I/C TRANSMISSION RETAIL EXPENSE - NATIVE LOAD
566100	MISC TRANS EXP-SSTMT
566120	FERC FEES - LOAD
566121	FERC FEES - RESERVE
566122	REACTIVE SUPPLY & VOLTAGE CONTROL - NL
566140	INDEPENDENT OPERATOR
566150	EKPC DEPANCAKING SETTLEMENT
566900	MISC TRANS EXP-SSTMT - INDIRECT
567100	RENTS-ELEC/SUBSTATION OPERATIONS
568100	MTCE/SUPER/ENG-SSTMT
569100	MTCE-STRUCT-SSTMTCE
569101	MAINTENANCE OF COMPUTER HARDWARE
569201	CLOSED 11/09 - MAINTENANCE OF COMPUTER SOFTWARE
569301	CLOSED 11/09 - MAINTENANCE OF COMMUNICATION EQUIPMENT
570100	MTCE-ST EQ-SSTMTCE
570900	CLOSED 11/09 - MTCE-ST EQ-SSTMTCE - INDIRECT
571100	MTCE OF OVERHEAD LINES
571900	CLOSED 11/09 - MTCE OF OVERHEAD LINES - INDIRECT
572100	CLOSED 11/09 - MTCE-DUCTS/MANHOLES
573100	MTCE-MISC TR PLT-SSTMT
575701	MISO DAY 2 SCH 17-MARKET ADMIN FEE-OSS
575702	MISO DAY 2 SCH 16-FTR ADMIN FEE-NL
575703	MISO DAY 2 SCH 17-MARKET ADMIN FEE-NL
575704	MISO DAY 1 SCH 10 - RESERVE
575705	MISO DAY 1 SCH 10 - LOAD
575706	RTO ADMIN (NON-MISO) - NL
575707	CLOSED 11/09 - RTO ADMIN (NON-MISO) - OSS
575708	NL MISO D1 SCHEDULE 10 - MKT ADMIN
580100	OP SUPER/ENG-SSTOPER
580900	OP SUPER/ENG-SSTOPER - INDIRECT
581100	CLOSED 11/09 - SYS CTRL/SWITCH-DIST
581900	SYS CTRL/SWITCH-DIST - INDIRECT
582100	STATION EXP-SSTOPER
583001	OPR-O/H LINES
583002	CLOSED 11/09 - METER LOC/SERV INSPC
583003	O/H LOAD/VOLT TEST
583004	INST/REMV TEMP SERV
583005	CUST COMPL RESP-O/H
583006	CLOSED 11/09 - PCB OIL TEST-O/H
583007	CLOSED 11/09 - CR-INSTALL COST-O/H
583008	INST/REMV TRANSF/REG
583009	INSPC O/H LINE FACIL
583010	LOC O/H ELEC FAC-BUD

Account	Account Description
583100	O/H LINE EXP-SSTOPER
584001	OPR-UNDERGRND LINES
584002	INSPC U/G LINE FACIL
584003	LOAD/VOLT TEST-U/G
584004	CLOSED 03/09 - INST/RMV TMP SER-U/G
584005	RESP-U/G CUST COMPL
584006	CLOSED 11/09 - PCB OIL TEST-U/G
584007	CLOSED 11/09 - CR-INSTALL COST-U/G
584008	INST/RMV/REPL TRANSF
584009	CLOSED 11/09 - OPR-U/G SERVICES
584010	CLOSED 03/09 - LOC U/G ELEC FAC-BUD
585100	STREET LIGHTING AND SIGNAL SYST EXP
586100	METER EXP
586101	INPECT/TEST METERS
586900	METER EXP - INDIRECT
587100	CUST INSTALLATION EXP
588100	MISC DIST EXP-SUBSTATION OPERATIONS
588900	MISC DIST EXP-SUBSTATION OPERATIONS - INDIRECT
589100	RENTS-DISTR / SUBSTAT OPER
590100	MTCE/SUPER/ENG-SSTMT
590900	MTCE/SUPER/ENG-SSTMT - INDIRECT
591002	CLOSED 11/09 - MTCE-BLDG/GRND-DISTR
591003	MTCE-MISC STRUCT-DIS
591006	CLOSED 11/09 - MTCE-FIRE PROT-DISTR
591100	MTCE-STRUCT-SSTMTCE
592001	CLOSED 11/09 - MTCE-CL B SUBSTA EQ
592004	CLOSED 11/09 - MTCE-COM EQ-EL DISTR
592005	MTCE-MISC EQ-EL DIST
592100	MTCE-ST EQ-SSTMTCE
593001	MTCE-POLE/FIXT-DISTR
593002	MTCE-COND/DEVICE-DIS
593003	MTCE-SERVICES
593004	TREE TRIMMING
593005	MINOR EXEMPT EXPENSE
594001	MTCE-ELEC MANHOL ETC
594002	MTCE-U/G COND ETC
594003	MTCE-U/G ELEC SERV
595100	MTCE-TRANSF/REG
596100	MTCE OF STREET LIGHTING AND SIGNALS
597100	MAINTENANCE OF METERS
598100	MTCE OF MISC DISTRIBUTION PLANT
800001	CLOSED 11/09 - GAS WELL HEAD PURCH
803001	GAS TRANS LINE PURCH
803002	PURCHASED GAS REFUND
803003	GAS COST ACTUAL ADJ
803004	GAS COST BALANCE ADJ
803006	PURCHASED GAS - WHOLESALE SALES
803007	WHOLESALE SALES MARGIN
803008	ACQ AND TRANS INCENTIVE
803009	PBR RECOVERY
803010	END USERS GAS PURCHASE (MCF ONLY)
806001	EXCHANGE GAS
807001	PURCH GAS CALC EXP
807002	OTHER PURCH GAS EXP
807003	GAS PROCUREMENT EXP
807004	OTHER GAS TRADING EXPENSE
807401	PURCH GAS CALC EXP
807501	OTHER PURCH GAS EXP
807502	GAS PROCUREMENT EXP
807998	CLOSED 11/09 - GAS SUP-IND LAB ALL
807999	CLOSED 11/09 - GAS SUP-OTH OH ALLOC
808101	GAS W/D FROM STOR-DR
808201	GAS DEL'D TO STOR-CR
810001	GAS-COMP STA FUEL-CR
812010	GAS-FUEL-ELEC GEN-CR - MCF
812011	GAS-FUEL-ELEC GEN-CR - BTU

Account	Account Description
812020	GAS-CITY GATE-CR
812030	GAS-OTH DEPT-CR
812040	GAS-START/STABIL-CR - MCF
812041	GAS-START/STABIL-CR - BTU
813001	OTH GAS SUPPLY EXP
814001	CLOSED 03/09 - GEN ENGR-STORAGE SYS
814002	CLOSED 03/09 - STORAGE-ENGR/EST
814003	SUPV-STOR/COMPR STA
815100	CLOSED 03/09 - MAPS/RECORDS-U/G STO
816100	WELLS EXPENSE
817100	LINES EXPENSE
818100	COMPR STATION EXP
819100	COMPR STA FUEL-U/G
820100	CLOSED 11/09 - COMPR STA MEAS/REG
821100	PURIFICATION EXP
823100	GAS LOSSES
824100	OPR-U/G STO/COMPR
825100	ROYALTIES
826100	RENTS-STORAGE FIELDS
830100	MTCE SUPRV AND ENGR - STOR COMPR
831100	CLOSED 11/09 - MTCE-STRUCT-U/G STOR
832100	MTC-RESERVOIRS/WELLS
833100	MTCE-LINES
834100	MTCE-COMP STA EQUIP
835100	MTCE-M/R EQ-COMPR
836100	MTCE-PURIFICATION EQUIP
837100	MTCE-OTHER EQUIP
850100	OPR SUPV AND ENGR
851100	SYS CTRL/DSPTCH-GAS
852100	OPR-COM EQ-GAS TRANS
856100	MAINS EXPENSES
857100	CLOSED 11/09 - MEAS/REG STA EXP
859100	OTH GAS TRANS EXP
860100	RENTS-GAS TRANS
861100	CLOSED 11/09 - SUPV-MTCE-GAS TRANS
863100	MTCE-GAS MAINS-TRANS
867100	CLOSED 11/09 - MTCE-OTH TRANS EQ
870100	OPR SUPV/ENGR - DISTR
871100	DISTR LOAD DISPATCH
874001	OTHER MAINS/SERV EXP
874002	LEAK SUR-DIST MN/SVC
874003	CLOSED 03/09 - LEAK SURVEY-SERVICE
874004	LOCATE MAIN PER RQST
874005	CHEK STOP BOX ACCESS
874006	PATROLLING MAINS
874007	CHEK/GREASE VALVES
874008	OPR-ODOR EQ
874009	CLOSED 03/09 - LOC/INSP VALVE BOXES
874010	CLOSED 03/09 - CUT GRASS RT OF WAY
875100	MEAS/REG STA-GENERAL
876100	MEAS/REG STA-INDUSTRIAL
877100	MEAS/REG STA-CITY GATE
878100	METER/REG EXPENSE
879100	CUST INSTALL EXPENSE
880016	GAS LOST / UNACCT FOR (MCF)
880100	OTH GAS DISTR EXPENSE
880900	OTH GAS DISTR EXPENSE - INDIRECT
881100	RENTS-GAS DISTR
885100	SUPV-MTCE-GAS DISTR
886100	MTCE-GAS DIST STRUCT
887100	MTCE-GAS MAINS-DISTR
889100	MTCE-M/R STA EQ-GENL
890100	MTCE-M/R STA EQ-INDL
891100	MTCE-M/R ST EQ-CITY GATE
892100	MTCE-OTH SERVICES
893100	MTCE-METER/HOUSE REG

Account	Account Description
894100	MTCE-OTHER EQUIP
901001	SUPV-CUST ACCTS
901900	SUPV-CUST ACCTS - INDIRECT
902001	METER READ-SERV AREA
902002	METER READ-CLER/OTH
902003	METER READ-DIST 25
902004	LABOR REL-CUST ACCTS
902900	METER READ-SERV AREA - INDIRECT
903001	AUDIT CUST ACCTS
903002	BILL SPECIAL ACCTS
903003	PROCESS METER ORDERS
903004	CLOSED 03/09 - A/R-GUAR/UNCOLL
903005	COORD EQUAL PMT PLAN
903006	CUST BILL/ACCTG
903007	PROCESS PAYMENTS
903008	INVEST THEFT OF SVC
903009	PROC EXCEPTION PMTS
903010	PROC TELLER PAYMENTS
903011	MAINTENANCE-CIS
903012	PROC CUST CNTRT/ORDR
903013	HANDLE CREDIT PROBS
903014	CLOSED 03/09 - PROCESS HOLD ORDERS
903016	CLOSED 03/09 - LEASOR ACCT MTCE
903017	CLOSED 03/09 - PROC CUSTOMER MAIL
903018	CLOSED 03/09 - ANS INTERNAL CALLS
903019	CLOSED 03/09 - COLL FIELD WORK PREP
903020	CLOSED 03/09 - PROC DEPOSIT REQUEST
903021	CLOSED 03/09 - PROC RETURNED CHECKS
903022	COLL OFF-LINE BILLS
903023	PROC BANKRUPT CLAIMS
903024	COLLECT SUNDRY BILLS
903025	MTCE-ASST PROGRAMS
903029	CLOSED 03/09 - CALC FAST METER RPT
903030	PROC CUST REQUESTS
903031	PROC CUST PAYMENTS
903032	DELIVER BILLS-REG
903033	CLOSED 03/09 - ROB/THEFT LOSS
903034	DISC/RECONNECT SERV
903035	COLLECTING-OTHER
903036	CUSTOMER COMPLAINTS
903037	CLOSED 03/09 - DELIVER DELINQ BILLS
903038	MISC CASH OVERAGE/SHORTAGE
903101	CLOSED 11/09 - RENTS-CUST ACCTS
903901	AUDIT CUST ACCTS - INDIRECT
903902	BILL SPECIAL ACCTS - INDIRECT
903903	PROCESS METER ORDERS - INDIRECT
903906	CUST BILL/ACCTG - INDIRECT
903907	PROCESS PAYMENTS - INDIRECT
903909	PROC EXCEPTION PMTS - INDIRECT
903912	PROC CUST CNTRT/ORDR - INDIRECT
903930	PROC CUST REQUESTS - INDIRECT
903931	PROC CUST PAYMENTS - INDIRECT
903936	CUSTOMER COMPLAINTS - INDIRECT
904001	UNCOLLECTIBLE ACCTS
904002	UNCOLLECTABLE ACCTS - WHOLESALE
904003	UNCOLL ACCTS - A/R MISC
905001	MISC CUST SERV EXP
905002	MISC CUST BILL/ACCTG
905003	MISC COLLECTING EXP
905900	MISC CUST SERV EXP - INDIRECT
907001	SUPV-CUST SER/INFO
907900	SUPV-CUST SER/INFO - INDIRECT
908001	CUST MKTG/ASSIST
908002	RES CONS/ENG ED PROG
908003	RCS EXHIB/ADVER/PUB
908004	RCS ENERGY AUDIT

Account	Account Description
908005	DSM CONSERVATION PROG
908008	EXHIB/DEMO-SER/INFO
908009	MISC MARKETING EXP
908901	CUST MKTG/ASSIST - INDIRECT
908902	RES CONS/ENG ED PR0G - INDIRECT
908903	RCS EXHIB/ADVER/PUB - INDIRECT
908908	EXHIB/DEMO-SER/INFO - INDIRECT
908909	MISC MARKETING EXP - INDIRECT
909001	PUBLIC INFO-SER/INFO
909002	BILL INSERT-SER/INFO
909003	OTH CUST PUB-SER/INF
909004	MISC CUST COM-SER/IN
909005	MEDIA RELATIONS
909007	CLOSED 03/09 - COMMUN REL-SER/INFO
909008	CLOSED 03/09 - RADIO ADVER-SER/INFO
909009	CLOSED 03/09 - TV ADVER-SER/INFO
909010	PRINT ADVER-SER/INFO
909011	OTH ADVER-SER/INFO
909012	PUB INFO SAL-SER/INF
909013	SAFETY PROGRAMS
909900	CLOSED 11/09 - PUBLIC INFO-SER/INFO - INDIRECT
910001	MISC CUST SER/INFO
910900	MISC CUST SER/INFO - INDIRECT
911001	CLOSED 11/09 - SUPERVISION-SALES
912001	ECON DEVEL RESEARCH
912002	CLOSED 11/09 - MARKET RESEARCH
912003	GEN MKTG AND MKTG PGMS
912004	MKT OPP ASSESSMENT
912005	MARKET MANAGEMENT
913001	CLOSED 11/09 - PUBLIC INFO-SALES
913002	EXHIB/DEMO-SALES
913003	CLOSED 11/09 - BILL INSERT-SALES
913004	CLOSED 11/09 - OTH CUST PUB-SALES
913005	CLOSED 11/09 - MISC CUST COM-SALES
913006	MEDIA RELATIONS
913008	CLOSED 11/09 - COMMUN REL-SALES
913009	CLOSED 11/09 - RADIO ADVER-SALES
913012	OTH ADVER-SALES
916001	MISC SALES EXP
920001	CLOSED 11/08 - OFFICERS' SALARIES
920100	OTHER GENERAL AND ADMIN SALARIES
920900	OTHER GENERAL AND ADMIN SALARIES - INDIRECT
920901	CLOSED 11/08 - OFFICERS SALARIES- INDIRECT
921001	CLOSED 12/08 - EXP-OFFICERS/EXEC
921002	EXP-GEN OFFICE EMPL
921003	GEN OFFICE SUPPL/EXP
921004	OPR-GEN OFFICE BLDG
921005	PRORATED DISCOUNTS
921901	CLOSED 12/08 - EXP-OFFICERS/EXEC-INDIRECT
921902	INDIRECT EMPLOYEE OFFICE EXPENSE ALLOCATION
921903	GEN OFFICE SUPPL/EXP - INDIRECT
922001	A/G SAL TRANSFER-CR
922002	OFF SUPP/EXP TRAN-CR
922003	TRIMBLE CTY TRAN-CR
923100	OUTSIDE SERVICES
923101	OUTSIDE SERVICES - AUDIT FEES - PWC
923102	OUTSIDE SERVICES - TAX SERVICES - PWC
923103	OUTSIDE SERVICES - NON-AUDIT SERVICES - PWC
923301	OUTSIDE SERVICES - AUDIT FEES - OTHER
923302	OUTSIDE SERVICES - TAX SERVICES - OTHER
923303	OUTSIDE SERVICES - NON-AUDIT SERVICES - OTHER
923900	OUTSIDE SERVICES - INDIRECT
924100	PROPERTY INSURANCE
925001	PUBLIC LIABILITY
925002	WORKERS' COMP INS
925003	AUTO LIABILITY

Account	Account Description
925004	SAFETY AND INDUSTRIAL HEALTH
925005	CLOSED 11/09 - KY OCCUPATIONAL SAFETY AND HEALTH ADMIN COMPL
925012	CLOSED 01/09 - WORKERS' COMP INS-A&G
925022	CLOSED 01/09 - WORKERS' COMP INS-ELECTRIC COS
925023	CLOSED 01/09 - WORKERS' COMP INS-GAS COS
925024	CLOSED 01/09 - WORKERS' COMP INS-OTHER COS
925025	CLOSED 01/09 - WORKERS COMP - COAL RESALE
925026	CLOSED 01/09 - WORKERS COMP - SELLING EXP
925027	CLOSED 01/09 - WORKERS COMP - SELLING - INDIRECT
925100	OTHER INJURIES AND DAMAGES
925902	WORKERS' COMP INS - INDIRECT
925904	SAFETY & INDUSTRIAL HEALTH - INDIRECT
925912	CLOSED 01/09 - WORKERS' COMP INS INDIRECT-A&G
925922	CLOSED 01/09 - WORKERS' COMP INS-INDIRECT-ELECTRIC COS
925923	CLOSED 01/09 - WORKERS' COMP INS-INDIRECT-GAS COS
925924	CLOSED 01/09 - WORKERS' COMP INS-INDIRECT-OTHER COS
926001	TUITION REFUND PLAN
926002	LIFE INS-EXP
926003	MEDICAL INS-EXP
926004	DENTAL INS-EXP
926005	LONG TERM DISABILITY
926012	CLOSED 01/09 - LIFE INS EXP - A&G
926013	CLOSED 01/09 - MEDICAL INS EXP - A&G
926014	CLOSED 01/09 - DENTAL INS EXP - A&G
926015	CLOSED 01/09 - LONG TERM DISABILITY - A&G
926019	OTHER BENEFITS AND ADMINISTRATIVE FEES (BURDEN)
926022	CLOSED 01/09 - LIFE INS EXP - ELECTRIC COS
926023	CLOSED 01/09 - MEDICAL INS EXP - ELECTRIC COS
926024	CLOSED 01/09 - DENTAL INS EXP - ELECTRIC COS
926025	CLOSED 01/09 - LONG TERM DISABILITY - ELECTRIC COS
926032	CLOSED 01/09 - LIFE INS EXP - GAS COS
926033	CLOSED 01/09 - MEDICAL INS EXP - GAS COS
926034	CLOSED 01/09 - DENTAL INS EXP - GAS COS
926035	CLOSED 01/09 - LONG TERM DISABILITY - GAS COS
926042	CLOSED 01/09 - LIFE INS EXP - OTHER COS
926043	CLOSED 01/09 - MEDICAL INS EXP - OTHER COS
926044	CLOSED 01/09 - DENTAL INS EXP - OTHER COS
926045	CLOSED 01/09 - LONG TERM DISABILITY - OTHER COS
926100	EMPLOYEE BENEFITS - NON-BURDEN
926101	PENSION-EXP
926102	401(K)
926103	CLOSED 11/09 - SEPARATION ALLOWANCE
926104	RETIREE MEDICAL
926105	FAS112-POST EMP BEN
926106	POST RETIRE BENEFITS
926107	POST RETIRE BENEFITS - VA
926108	POST RETIRE BENEFITS - FERC
926109	CLOSED 11/09 - EXPECTED RETURN ON PLAN ASSETS
926110	EMPLOYEE WELFARE
926112	PENSION EXP- VA
926113	PENSION EXP- FERC
926115	ADOPTION ASSISTANCE PROGRAM
926116	RETIREMENT INCOME ACCT EXP
926117	PENSION INTEREST EXP
926118	FASB 106 INTEREST EXP
926119	CLOSED 01/09 - EXPECTED RETURN ON PLAN ASSETS - AG
926121	CLOSED 01/09 - PENSION EXP - A&G
926122	CLOSED 01/09 - 401(K) A&G
926123	CLOSED 01/09 - FAS 112 POST EMP BENE - A&G
926124	CLOSED 01/09 - POST RETIRE BENEFITS A&G
926126	CLOSED 01/09 - RETIREMENT INCOME ACCOUNT EXP - AG
926127	CLOSED 01/09 - PENSION INTEREST EXP - AG
926128	CLOSED 01/09 - FASB 106 INTEREST EXP - AG
926129	CLOSED 01/09 - EXPECTED RETURN ON PLAN ASSETS - SELLING
926131	CLOSED 01/09 - PENSION EXP - ELECTRIC COS
926132	CLOSED 01/09 - 401(K) - ELECTRIC COS

Account	Account Description
926133	CLOSED 01/09 - FAS112-POST EMP BENE - ELECTRIC COS
926134	CLOSED 01/09 - POST RETIRE BENEFITS - ELECTRIC COS
926136	CLOSED 01/09 - RETIREMENT INCOME ACCOUNT EXP - ELECT COS
926137	CLOSED 01/09 - PENSION INTEREST EXP - ELECT COS
926138	CLOSED 01/09 - FASB 106 INTEREST EXP - ELECT COS
926139	CLOSED 11/09 - AMORTIZATION GAINS/LOSSES/PRIOR SERVICE COST
926141	CLOSED 01/09 - PENSION EXP - GAS COS
926142	CLOSED 01/09 - 401(K) GAS COS
926143	CLOSED 01/09 - FAS112-POST EMP BENE - GAS COS
926144	CLOSED 01/09 - POST RETIRE BENEFITS - GAS COS
926146	CLOSED 01/09 - RETIREMENT INCOME ACCOUNT EXP - GAS COS
926147	CLOSED 01/09 - PENSION INTEREST EXP - GAS COS
926148	CLOSED 01/09 - FASB 106 INTEREST EXP - GAS COS
926149	CLOSED 01/09 - AMORTIZATION GAINS/LOSSES/PRIOR SERVICE COST - AG
926151	CLOSED 01/09 - PENSION EXP - OTHER COS
926152	CLOSED 01/09 - 401(K) OTHER COS
926153	CLOSED 01/09 - FAS112-POST EMP BENE - OTHER COS
926154	CLOSED 01/09 - POST RETIRE BENEFITS - OTHER COS
926156	CLOSED 01/09 - RETIREMENT INCOME ACCOUNT EXP - OTHER COS
926157	CLOSED 01/09 - PENSION INTEREST EXP - OTHER COS
926158	CLOSED 01/09 - FASB 106 INTEREST EXP - OTHER COS
926159	CLOSED 01/09 - AMORTIZATION GAINS/LOSSES/PRIOR SERVICE COST - SELLING
926161	CLOSED 01/09 - PENSIONS - COAL RESALE
926162	CLOSED 01/09 - 401K - COAL RESALE
926163	CLOSED 01/09 - FASB 112 - COAL RESALE
926164	CLOSED 01/09 - FASB 106 - COAL RESALE
926166	CLOSED 01/09 - RETIREMENT INCOME - COAL RESALE
926167	CLOSED 01/09 - PENSION INTEREST EXPENSE - COAL RESALE
926168	CLOSED 01/09 - FASB 106 INTEREST EXPENSE - COAL RESALE
926169	CLOSED 01/09 - DENTAL INSURANCE - COAL RESALE
926170	CLOSED 01/09 - GROUP LIFE INSURANCE - COAL RESALE
926171	CLOSED 01/09 - LONG TERM DISABILITY - COAL RESALE
926172	CLOSED 01/09 - MEDICAL INSURANCE - COAL RESALE
926181	CLOSED 01/09 - .PENSIONS - SELLING EXP
926182	CLOSED 01/09 - 401K - SELLING EXP
926183	CLOSED 01/09 - FASB 112 - SELLING EXP
926184	CLOSED 01/09 - FASB 106 - SELLING EXP
926186	CLOSED 01/09 - RETIREMENT INCOME - SELLING EXP
926187	CLOSED 01/09 - PENSION INTEREST EXPENSE - SELLING EXP
926188	CLOSED 01/09 - FASB 106 INTEREST EXPENSE - SELLING EXP
926189	CLOSED 01/09 - DENTAL INSURANCE - SELLING EXP
926190	CLOSED 01/09 - GROUP LIFE INSURANCE - SELLING EXP
926191	CLOSED 01/09 - LONG TERM DISABILITY - SELLING EXP
926192	CLOSED 01/09 - MEDICAL INSURANCE - SELLING EXP
926901	TUITION REFUND PLAN - INDIRECT
926902	LIFE INS-EXP - INDIRECT
926903	MEDICAL INS-EXP - INDIRECT
926904	DENTAL INS-EXP - INDIRECT
926905	LONG TERM DISABILITY INDIRECT
926910	EMPLOYEE WELFARE - INDIRECT
926911	PENSION-EXP - INDIRECT
926912	401(K) - INDIRECT
926915	FAS112-POST EMP BEN - INDIRECT
926916	POST RETIRE BENEFITS - INDIRECT
926917	PENSION INTEREST EXP - INDIRECT
926918	FASB 106 INTEREST EXP - INDIRECT
926919	OTHER BENEFITS AND ADMINISTRATIVE FEES - INDIRECT (BURDEN)
926920	CLOSED 01/09 - PENSION INTEREST EXP - INDIRECT - AG
926921	CLOSED 01/09 - FASB 106 INTEREST EXP - INDIRECT - AG
926922	CLOSED 01/09 - LIFE INS EXP INDIRECT A&G
926923	CLOSED 01/09 - MEDICAL INS EXP INDIRECT - A&G
926924	CLOSED 01/09 - DENTAL IS EXP INDIRECT A&G
926925	CLOSED 01/09 - LT DISABILITY INDIRECT A&G
926926	CLOSED 01/09 - PENSION EXP - INDIRECT A&G
926927	CLOSED 01/09 - 401(K) INDIRECT A&G
926929	CLOSED 01/09 - FAS112 POST EMP BENE - INDIRECT A&G

Account	Account Description
926930	CLOSED 01/09 - POST RETIRE BENEFITS - INDIRECT A&G
926932	CLOSED 01/09 - LIFE INS EXP INDIRECT - ELECTRIC COS
926933	CLOSED 01/09 - MEDICAL INS EXP - INDIRECT ELECTRIC COS
926934	CLOSED 01/09 - DENTAL INS EXP - INDIRECT ELECTRIC COS
926935	CLOSED 01/09 - LONG TERM DISABILITY INDIRECT ELECTRIC COS
926936	CLOSED 01/09 - PENSION EXP INDIRECT ELECTRIC COS
926937	CLOSED 01/09 - 401K INDIRECT ELECTRIC COS
926939	CLOSED 01/09 - FAS112 POST EMP BENE - INDIRECT ELECTRIC COS
926940	CLOSED 01/09 - POST RETIRE BENEFITS INDIRECT ELECTRIC COS
926941	CLOSED 01/09 - PENSION INTEREST EXP - INDIRECT - ELECT COS
926942	CLOSED 01/09 - FASB 106 INTEREST EXP - INDIRECT - ELECT COS
926950	CLOSED 01/09 - PENSION INTEREST EXP - INDIRECT - GAS COS
926951	CLOSED 01/09 - FASB 106 INTEREST EXP - INDIRECT - GAS COS
926952	CLOSED 01/09 - LIFE INS EXP INDIRECT - GAS COS
926953	CLOSED 01/09 - MEDICAL INS EXP INDIRECT - GAS COS
926954	CLOSED 01/09 - DENTAL INS EXP INDIRECT - GAS COS
926955	CLOSED 01/09 - LONG TERM DISABILITY INDIRECT - GAS COS
926956	CLOSED 01/09 - PENSION EXP INDIRECT - GAS COS
926957	CLOSED 01/09 - 401K INDIRECT - GAS COS
926959	CLOSED 01/09 - FAS112 POST EMP BENEFITS INDIRECT - GAS COS
926960	CLOSED 01/09 - FAS106 POST RETIRE BENEFITS INDIRECT - GAS COS
926970	CLOSED 01/09 - PENSION INTEREST EXP - INDIRECT - OTHER COS
926971	CLOSED 01/09 - FASB 106 INTEREST EXP - INDIRECT - OTHER COS
926972	CLOSED 01/09 - LIFE INS EXP INDIRECT - OTHER COS
926973	CLOSED 01/09 - MEDICAL INS EXP INDIRECT - OTHER COS
926974	CLOSED 01/09 - DENTAL INS EXP - INDIRECT - OTHER COS
926975	CLOSED 01/09 - LONG TERM DISABILITY INDIRECT - OTHER COS
926976	CLOSED 01/09 - PENSION EXP INDIRECT - OTHER COS
926977	CLOSED 01/09 - 401K INDIRECT - OTHER COS
926979	CLOSED 01/09 - FAS112 POST EMP BENEFITS INDIRECT - OTHER COS
926980	CLOSED 01/09 - FAS106 POST RETIRE BENEFITS INDIRECT - OTHER COS
926982	CLOSED 01/09 - 401K - SELLING - INDIRECT
926983	CLOSED 01/09 - DENTAL INSURANCE - SELLING - INDIRECT
926984	CLOSED 01/09 - FASB 106 - SELLING - INDIRECT
926985	CLOSED 01/09 - FASB 112 - SELLING - INDIRECT
926986	CLOSED 01/09 - GROUP LIFE INSURANCE - SELLING - INDIRECT
926987	CLOSED 01/09 - LONG TERM DISABILITY - SELLING - INDIRECT
926988	CLOSED 01/09 - MEDICAL INSURANCE - SELLING - INDIRECT
926989	CLOSED 01/09 - PENSIONS - SELLING - INDIRECT
926990	RETIREMENT INCOME - SELLING - INDIRECT
926991	CLOSED 01/09 - PENSION INTEREST EXPENSE - SELLING - INDIRECT
926992	CLOSED 01/09 - FASB 106 INTEREST EXPENSE - SELLING - INDIRECT
927001	ELEC SUPPL W/O CH-DR
927002	OTH ITEMS W/O CH-DR
927003	CITY OF LOU GAS FRAN
928001	FORMAL CASES-REG COM
928002	REG UPKEEP ASSESSMTS
928003	AMORTIZATION OF RATE CASE EXPENSES
928004	CLOSED 03/09 - AMORTIZATION OF ESM AUDIT EXPENSES
928005	CLOSED 03/09 - AMORTIZATION OF MGMT AUDIT EXPENSES
928006	FORMAL CASES - TENNESSEE
928007	FORMAL CASES - VIRGINIA
929001	FRANCHISE REQMTS-CR
929002	ELEC USED-ELEC DEPT
929003	GAS USED-GAS DEPT
929005	ELECTRICITY USED BY ELECTRIC DEPARTMENT - ODP
929006	KWH SOURCES - ODP
929007	ODP FREE LIGHTING
930101	GEN PUBLIC INFO EXP
930191	GEN PUBLIC INFO EXP - INDIRECT
930201	MISC CORPORATE EXP
930202	ASSOCIATION DUES
930203	RESEARCH WORK
930204	CLOSED 03/09 - STOCKHOLDERS BULLETIN
930205	CLOSED 03/09 - OTH FIN PUBLICATIONS
930206	CLOSED 03/09 - RECRUITING EXPENSE

Account	Account Description
930207	OTHER MISC GEN EXP
930210	CLOSED 03/09 - STOCK PURCHASE COMMISSIONS
930217	CLOSED 03/09 - AMORTIZED MGP EXPENSE
930218	CLOSED 03/09 - DEFERRED COMPENSATION AMORTIZATION EXPENSE
930221	CLOSED 03/09 - VDT WORKFORCE REDUCTION
930222	CLOSED 03/09 - E.ON MERGER EXPENSE
930250	BROKER FEES
930251	CLOSED 03/09 - AMORTIZATION OF RATE CASE EXP.
930252	CLOSED 03/09 - AMORTIZATION OF ESM AUDIT EXP.
930253	CLOSED 03/09 - AMORTIZATION OF MGMT. AUDIT EXP.
930272	ASSOCIATION DUES - INDIRECT
930273	RESEARCH WORK - INDIRECT
930274	RESEARCH AND DEVELOPMENT EXPENSES - INDIRECT
930277	OTHER MISC GEN EXP - INDIRECT
930902	ASSOCIATION DUES - INDIRECT
930903	RESEARCH WORK - INDIRECT
930904	RESEARCH AND DEVELOPMENT EXPENSES
930907	OTHER MISC GEN EXP - INDIRECT
931004	RENTS-CORPORATE HQ
931100	RENTS-OTHER
935101	MTCE-GEN PLANT
935201	MTCE-GEN OFF FUR/EQ
935203	SOFTWARE MTCE AGREEMENTS
935301	MTCE-COMMUNICATION EQ
935391	MTCE-COMMUNICATION EQ - INDIRECT
935401	MTCE-OTH GEN EQ
935402	MAINT. OF NON-BONDABLE GENERAL PLANT
935403	MNTC BONDABLE PROPERTY
935488	MTCE-OTH GEN EQ - INDIRECT
935491	ARGENTINE NONLABOR G&A EXPENSE
935496	ARGENTINE LABOR EXPENSE
999999	GL TO PA INTERFACE

Kentucky Utilities Company
Case No. 2009-00548
Historical Test Period Filing Requirements

Filing Requirement
807 KAR 5:001 Section 10(6)(k)
Sponsoring Witness: S. Bradford Rives

Description of Filing Requirement:

The independent auditor's annual opinion report, with any written communication from the independent auditor to the utility which indicates the existence of a material weakness in the utility's internal controls.

Response:

The Company has not received any written communication from its auditor that there are any material weaknesses in the Company's internal controls.

See attached.

Independent Auditor's Annual Opinion Report

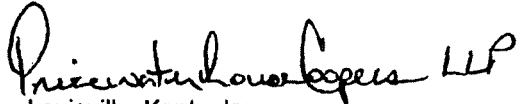
Report of Independent Auditors

To the Shareholder of Kentucky Utilities Company:

In our opinion, the accompanying balance sheets and the related statements of capitalization, income, retained earnings, and cash flows present fairly, in all material respects, the financial position of Kentucky Utilities Company at December 31, 2008 and 2007, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assertion of the effectiveness of internal control over financial reporting, included in "Controls and Procedures" appearing on page 18 of the 2008 Kentucky Utilities Company financial statements and additional information. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our audits (which was an integrated audit in 2008). We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America and our audit of internal control over financial reporting in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process affected by those charged with governance, management, and other personnel, designed to provide reasonable assurance regarding the preparation of reliable financial statements in accordance with accounting principles generally accepted in the United States of America. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and those charged with governance; and (iii) provide reasonable assurance regarding prevention, or timely detection and correction of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent, or detect and correct misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.


Louisville, Kentucky
March 18, 2009