

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In Re the Matter of:

APPLICATION OF KENTUCKY UTILITIES)	
COMPANY FOR AN ADJUSTMENT OF ITS)	CASE NO. 2014-00371
ELECTRIC RATES)	

In Re the Matter of:

APPLICATION OF LOUISVILLE GAS)	
AND ELECTRIC COMPANY FOR AN)	CASE NO. 2014-00372
ADJUSTMENT OF ITS ELECTRIC)	
AND GAS RATES)	

SETTLEMENT TESTIMONY OF
KENT W. BLAKE
CHIEF FINANCIAL OFFICER
KENTUCKY UTILITIES COMPANY AND
LOUISVILLE GAS AND ELECTRIC COMPANY

Dated: April 20, 2015

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

2 A. My name is Kent W. Blake. I am the Chief Financial Officer for Kentucky Utilities
3 Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively, the
4 “Companies”) and an employee of LG&E and KU Services Company, which provides
5 services to KU and LG&E. My business address is 220 West Main Street, Louisville,
6 Kentucky.

7 **Q. What is the purpose of your testimony?**

8 A. The purpose of my testimony is to discuss why the unanimous settlement agreement
9 reached by all parties to these proceedings produces fair, just, and reasonable rates, terms,
10 and conditions for all the parties hereto and for all of the Companies’ customers, and to
11 recommend that the Commission approve the settlement.

12 **Overview of Procedural Matters and Settlement Agreement Process**

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

14 A. On November 26, 2014, the Companies filed with the Commission their Applications in
15 Case No. 2014-00371 (KU) and Case No. 2014-00372 (LG&E) for increases in base rates
16 for their electric and gas operations, as well as for other modifications of their electric
17 and gas rates, terms, and conditions. Several parties petitioned the Commission for
18 intervention in one or both proceedings. Ultimately, the Commission granted
19 intervention to the Attorney General of the Commonwealth of Kentucky (“AG”), the
20 Kentucky Industrial Utilities Customers, Inc. (“KIUC”), the Lexington-Fayette Urban
21 County Government (“LFUCG”), the Kroger Company (“Kroger”), the Community
22 Action Council of Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.
23 (“CAC”), Kentucky Cable Telecommunications Association (“KCTA”), Kentucky
24 School Boards Association (“KSBA”); Sierra Club, Alice Howell, Carl Vogel and

1 Wallace McMullen (collectively “Sierra Club”), and Wal-Mart Stores East, LP and
2 Sam’s East, Inc. (collectively “Wal-Mart”) in Case No. 2014-00371 (KU). The
3 Commission granted intervention to the AG, KCTA, KIUC, Kroger, KSBA, Sierra Club,
4 Wal-Mart, United States Department of Defense and All Other Executive Agencies
5 (“DoD”), Association of Community Ministries, Inc. (“ACM”), and Metropolitan
6 Housing Coalition (“MHC”) in Case No. 2014-00372 (LG&E). (Collectively, the
7 Companies and the intervenors in both cases are referred to hereinafter as the “Parties”).¹

8 **Q. In lieu of a contested hearing, have the Parties reached a settlement for the**
9 **Commission’s consideration?**

10 A. Yes. The Parties met at the Commission’s offices and engaged in arm’s-length
11 negotiations on April 16, 17, and 20, 2015, to reach the Settlement Agreement,
12 Stipulation, and Recommendation (“Settlement Agreement”) attached hereto as Exhibit
13 KWB-1. The Settlement Agreement includes a reasonable “black-box” compromise
14 between the Parties with respect to the revenue requirements and specific agreement with
15 respect to other terms, and results in fair, just, and reasonable rates, terms, and conditions
16 for all of the Companies’ customers. A “black box” settlement does not attach specific
17 dollars or concessions to any particular issue, but provides an overall settlement that on
18 balance can be considered to be a fair, just, and reasonable result. Because it is a
19 settlement, however, the Parties have agreed that it should not constitute a precedent,
20 either before the Commission or elsewhere; rather, it is the product of compromise and
21 negotiation between the Parties’ positions, all of which may reasonably be litigated in
22 future base rate or other cases.

¹ Since filing its petition for intervention in Case No. 2014-00372, the DOD has not taken any position in the case and did not attend the Informal Conference on April 16, 17 and 20, 2015.

1 **Revenue Requirement and Rate Design Issues**

2 **Q. What revenue requirement does the Settlement Agreement establish for the**
3 **Companies' electric and gas utility operations?**

4 A. The Settlement Agreement reduces KU's proposed revenue requirement increase by
5 \$28.4 million relative to KU's filed position,² and by \$33.4 million relative to KU's
6 updated position,³ for a settlement of a \$125 million increase;⁴ it reduces the proposed
7 revenue requirement increase for LG&E's electric operations by \$30.3 million relative to
8 LG&E's filed position,⁵ and by \$24.6 million relative to LG&E's updated position,⁶ to a
9 settlement of a \$0 increase;⁷ and it reduces the proposed revenue requirement increase for
10 LG&E's gas operations by \$7.3 million relative to LG&E's filed position,⁸ and by \$5.4
11 million relative to LG&E's updated position,⁹ for a settlement of a \$7 million increase.¹⁰

12 These new revenue requirements clearly are the result of arm's-length negotiations and
13 represent significant changes from the positions the Parties initially took in these
14 proceedings. Though the Companies certainly filed their base rate applications with the
15 objective of increasing their base rates to recover the calculated revenue deficiencies for
16 their respective utility operations, considering the complexity of the issues, uncertainty in
17 the outcome, and changes in economic circumstances since the cases were filed, they
18 believe that the compromises the Parties reached on revenue requirements and all other

² See *In the Matter of: Application of Kentucky Utilities Company for an Adjustment of Its Electric Rates*, Case No. 2014-00371, Application at Tab 53, Schedule A (Nov.26, 2014).

³ See Rebuttal Exhibit KWB-6 of my April 14, 2014 Rebuttal Testimony.

⁴ Settlement Agreement Article 1.1.

⁵ See *In the Matter of: Application of Louisville Gas and Electric Company for an Adjustment of Its Electric and Gas Rates*, Case No. 2014-00372, Application at Tab 53, Schedule A (Nov.26, 2014).

⁶ See Rebuttal Exhibit KWB-6 of my April 14, 2014 Rebuttal Testimony.

⁷ Settlement Agreement Article 1.1.

⁸ See *In the Matter of: Application of Louisville Gas and Electric Company for an Adjustment of Its Electric and Gas Rates*, Case No. 2014-00372, Application at Tab 53, Schedule A (Nov.26, 2014).

⁹ See Rebuttal Exhibit KWB-6 of my April 14, 2014 Rebuttal Testimony.

¹⁰ Settlement Agreement Article 1.2.

1 issues in these proceedings are fair, just, and reasonable, and deserve Commission
2 approval.

3 **Q. What revenue allocations does the Settlement Agreement establish?**

4 A. The Settlement Agreement establishes the revenue allocations for KU, LG&E electric,
5 and LG&E gas, which are set forth in Settlement Exhibits 1 (KU), 2 (LG&E electric), and
6 3 (LG&E gas). These allocations and the changes to the returns on equity used in certain
7 of the Companies' non-base-rate cost-recovery mechanisms that are set forth in the
8 Settlement Agreement and discussed below will result in a net increase in the average KU
9 residential customer's monthly bill of approximately \$9.00, a net decrease in the average
10 LG&E residential electric customer's monthly bill of approximately \$0.10, and a net
11 increase in the average LG&E gas customer's monthly bill of approximately \$1.25, as
12 shown in Exhibit KWB-2, which is attached hereto.¹¹

13 **Q. What return on equity for the Companies' Environmental Cost Recovery and Gas
14 Line Tracker mechanisms does the Settlement Agreement establish?**

15 A. In addition to base rates, the Settlement Agreement establishes that, effective as of the
16 expense month that includes July 1, 2015, the return on equity ("ROE") that will apply to
17 the Companies' recovery under their Environmental Cost Recovery ("ECR") will be
18 10.00%. The Settlement Agreement further establishes that, effective as of July 1, 2015,
19 the ROE that will apply to the Gas Line Tracker ("GLT") mechanism will be 10.00%.
20 Because the GLT is billed on a prospective basis and its charge is determined annually,
21 for the period July 1, 2015, through and including December 31, 2015, the reduced GLT
22 return on equity will be reflected in the GLT balancing adjustment for calendar year

¹¹ See Exhibit KWB-1. Average residential monthly usages are 1,200 kWh for KU, 984 kWh for LG&E electric, and 57 Ccf for LG&E gas.

1 2015, which adjustment will be included in GLT billings in 2016. These ROE
2 reductions, taken in the context of the entire record of these cases and the Settlement
3 Agreement, represent a fair compromise between the Parties' various positions in the
4 record.

5 **Q. Does the Settlement Agreement address other issues related to the Companies'**
6 **rates, terms, and conditions of service?**

7 A. Yes, the Settlement Agreement addresses several other issues concerning the Companies'
8 rates, terms, and conditions of service. First, whereas the Companies' Applications
9 sought increased residential gas and electric Basic Service Charges, the Settlement
10 Agreement provides that the Companies' current residential gas and electric Basic
11 Service Charges will remain in effect.

12 Second, the Parties agreed that the Companies will add the months of April and
13 October to the summer pricing periods set forth in their optional Residential Time-of-Day
14 Rates (Rates RTOD-Demand and RTOD-Energy).

15 Third, the Parties agreed to modifications of the Curtailable Service Rider
16 ("CSR"). The current Curtailable Service Riders (CSR10 and CSR30) will be combined
17 into a single CSR and the resulting CSR will be similar to the currently tariffed CSR10,
18 including the buy-through provision, except that: CSR credits will be \$6.50 per kVA-
19 month (primary) and \$6.40 per kVA-month (transmission); the required notice period to
20 CSR customers will be extended from 10 minutes to 60 minutes; each Company may
21 request up to 100 hours of physical curtailment from CSR customers but such requests
22 may only be made when all of the Companies' available generating units have been
23 dispatched or are being dispatched and all off-systems sales have been or are being

1 curtailed; and, finally, each CSR customer will certify annually its ability to interrupt
2 load in its CSR contract.

3 Fourth, the Parties have agreed to an Off-System Sales (“OSS”) Tracker by which
4 the Companies will remove from base-rate calculations all OSS margins and will
5 implement an OSS Tracker for each Company. The OSS Tracker will share OSS
6 margins on a 75%-25% basis, with 75% of the OSS margins being credited to customers
7 via the Fuel Adjustment Clause. The Companies will be requesting a technical
8 conference in May 2015 with Commission Staff and the parties to discuss the details of
9 implementing the tracker in connection with their monthly fuel adjustment clause reports.

10 Fifth and finally, the Parties agreed that the Companies will change their Pole
11 Attachment Rates to \$7.25 per attachment per year, which the Parties have agreed not to
12 challenge by rate complaint or otherwise until the Companies file their next base-rate
13 applications.

14 **Q. What other regulatory accounting issues does the Settlement Agreement address?**

15 A. The Settlement Agreement addresses several regulatory accounting issues in these
16 proceedings. First, the Parties agreed that the Commission should approve regulatory-
17 asset treatment for the complete recovery of Green River Units 3 and 4 costs incurred
18 during the forecast test year through the retirement of those assets and that those costs
19 should be amortized over a three-year period. Second, in relation to pension expense, the
20 Parties agreed the Commission should approve regulatory-asset treatment for the
21 difference between (1) the Companies’ pension expense booked according to its
22 accounting policy on record with the Securities and Exchange Commission and in
23 accordance with Generally Accepted Accounting Principles (“GAAP”) and (2) pension

1 expense with actuarial gains and losses amortized over 15 years. Third and finally, the
2 Parties have agreed to use depreciation rates based on a 40-year service life for Cane Run
3 Unit 7 for ratemaking purposes, as set forth in the Direct Testimony of John J. Spanos in
4 Exhibit JJS-1 for each Company.

5 **Q. How does the Settlement Agreement benefit the Companies' low-income customers?**

6 A. The Companies have committed that they will contribute a total of \$1.15 million of
7 shareholder funds per year beginning in 2015 for low-income assistance, which
8 commitment will remain in effect until the effective date of new base rates following
9 their next base-rate cases. Of that amount, KU will contribute \$100,000 for Wintercare
10 and \$370,000 for Home Energy Assistance ("HEA") both of which are administered by
11 CAC. LG&E will contribute \$500,000 to ACM for utility assistance and \$180,000 for
12 HEA. Finally, the Companies have agreed that CAC and ACM may use up to 10% of the
13 contributions for reasonable administrative expenses. These contributions could not be
14 achieved by the litigation of the issues in the case and can only be accomplished by the
15 consent of the Companies.

16 The Parties have agreed that the HEA Program approved by the Commission in
17 Case No. 2010-00204 should be made permanent and that the HEA charge to residential
18 customers (both gas and electric) should continue at \$0.25 per meter until the effective
19 date of new base rates following the Companies' next base-rate cases. Finally, KU has
20 agreed to meet and work in good faith with CAC and LG&E has agreed to meet and work
21 in good faith with ACM on ways to improve the programs CAC and ACM administer.

22 **Q. Have the Parties agreed to modify the period for paying residential customer**
23 **deposits?**

1 A. Yes. The Parties have agreed that the Companies will extend the period for a residential
2 customer to pay in full any required deposit from the current four months to six months.

3 **Q. How does the Settlement Agreement benefit schools in Kentucky?**

4 A. In Case No. 2013-00067, the Commission approved the School Energy Management
5 Program (“SEMP”) to help fund energy management programs for schools for a two-year
6 period. The parties agree that the Commission should approve an extension of SEMP
7 through June 30, 2016 to be funded with the balance of \$475,000 of available funds not
8 yet requested by schools in the first two years of SEMP. The Parties have also agreed
9 that the Companies will file an application with the Commission for (1) an extension of
10 SEMP through June 30, 2018, at the funding levels the Commission approved in Case
11 No. 2013-00067 and (2) approval of a demand-side-management and energy-efficiency
12 (“DSM-EE”) program to provide \$1 million for grants to schools to fund energy-
13 efficiency projects.

14 **Q. Does the Settlement Agreement address the industrial demand-side management
15 and energy efficiency (“DSM-EE”) study described in the Commission’s final order
16 in Case No. 2014-00003?**

17 A. Yes. The Companies vendor will commence work on that study immediately and the
18 Companies will not seek recovery of the cost of the study through the Companies’ DSM
19 Cost-Recovery Mechanisms. The study will be completed by May 1, 2016, after which
20 the Companies will commence the process of meeting with their DSM-EE Advisory
21 Group to review and discuss the results of that study. Additionally, as to the issue of
22 industrial DSM-EE programs, the Companies will address opt-out criteria and the

1 definition of “industrial,” including the use of NAICS codes in that definition, in their
2 first DSM-EE application following completion of the study.

3 **Q. Have the Parties agreed that the Commission should approve the Companies’**
4 **Applications in these proceedings, as modified by the Settlement Agreement?**

5 A. Yes, the Parties have agreed that, except as modified by the Settlement Agreement
6 (including its exhibits), the Commission should approve the Companies’ proposed rates,
7 terms, and conditions in these proceedings. Thus, approval by the Commission of the
8 proposed Settlement Agreement will approve the various changes in the terms and
9 conditions presented in the Applications.

10 **Q. Do you have a recommendation?**

11 A. Yes. LG&E and KU, and the other parties to the Settlement Agreement recommend the
12 Commission approve the Settlement Agreement in its entirety and without modification
13 so that the change in base rates can occur for service rendered on and after July 1, 2015.
14 The timing of the approval is important because it avoids the need to put the rates filed
15 with the applications in effect subject to refund, pending a final order by the Commission.

16 **Q. Does this conclude your testimony?**

17 A. Yes.

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The undersigned, **Kent W. Blake**, being duly sworn, deposes and says that he is Chief Financial Officer for Kentucky Utilities Company and Louisville Gas and Electric Company and an employee of LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the foregoing testimony, and that the answers contained therein are true and correct to the best of his information, knowledge and belief.

KTWBlake
Kent W. Blake

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 20th day of April 2015.

Penny Faulconer
Notary Public



My Commission Expires:
10/22/15

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The undersigned, **Kent W. Blake**, being duly sworn, deposes and says that he is Chief Financial Officer for Kentucky Utilities Company and Louisville Gas and Electric Company and an employee of LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the foregoing testimony, and that the answers contained therein are true and correct to the best of his information, knowledge and belief.

KTWBlake
Kent W. Blake

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 30 day of April 2015.

Penny Faulconer
Notary Public



My Commission Expires:

10/22/15

Exhibit 1 – Settlement Agreement

SETTLEMENT AGREEMENT, STIPULATION, AND RECOMMENDATION

This Settlement Agreement, Stipulation, and Recommendation (“Settlement Agreement”) is entered into this 20th day of April 2015 by and between Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively, “the Utilities”); Association of Community Ministries, Inc. (“ACM”); Attorney General of the Commonwealth of Kentucky, by and through the Office of Rate Intervention (“AG”); Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. (“CAC”); United States Department of Defense and All Other Executive Agencies (“DoD”); Kentucky Cable Telecommunications Association (“KCTA”); Kentucky Industrial Utility Customers, Inc. (“KIUC”); The Kroger Co. (“Kroger”); Kentucky School Boards Association (“KSBA”); Lexington-Fayette Urban County Government (“LFUCG”); Metropolitan Housing Coalition (“MHC”); Sierra Club, Alice Howell, Carl Vogel and Wallace McMullen (collectively “Sierra Club”); and Wal-Mart Stores East, LP and Sam’s East, Inc. (collectively “Wal-Mart”). (Collectively, the Utilities, ACM, AG, CAC, DoD, KCTA, KIUC, Kroger, KSBA, LFUCG, MHC, Sierra Club and Wal-Mart are the “Parties.”)

W I T N E S S E T H:

WHEREAS, on November 26, 2014, KU filed with the Kentucky Public Service Commission (“Commission”) its Application for Authority to Adjust Electric Rates, *In the Matter of: An Application of Kentucky Utilities Company for an Adjustment of Its Electric Rates*, and the Commission has established Case No. 2014-00371 to review KU’s base rate application, in which KU requested a revenue increase of \$153.4 million;

WHEREAS, on November 26, 2014, LG&E filed with the Commission its Application for Authority to Adjust Electric and Gas Rates, *In the Matter of: An Application of Louisville Gas and Electric Company for an Adjustment of Its Electric and Gas Rates*, and the Commission

has established Case No. 2014-00372 to review LG&E's base rate application, in which LG&E requested a revenue increase for its electric operations of \$30.3 million and a revenue increase of \$14.3 million for its gas operations. (Case Nos. 2014-00371 and 2014-00372 are hereafter collectively referenced as the "Rate Proceedings");

WHEREAS, the Commission has granted full intervention in Case No. 2014-00371 to the AG, CAC, KCTA, KIUC, Kroger, KSBA, LFUCG, Sierra Club, and Wal-Mart;

WHEREAS, the Commission has granted full intervention in Case No. 2014-00372 to ACM, the AG, DoD, KCTA, KIUC, Kroger, KSBA, MHC, Sierra Club, and Wal-Mart;

WHEREAS, a prehearing informal conference for the purpose of discussing settlement, attended by representatives of the Parties and the Commission Staff took place on April 16 and 17, 2015, at the offices of the Commission, during which a number of procedural and substantive issues were discussed, including potential settlement of all issues pending before the Commission in the Rate Proceedings;

WHEREAS, a prehearing informal conference for the purpose of discussing the text of this Settlement Agreement, attended by representatives of the Parties and the Commission Staff took place on April 20, 2015, at the offices of the Commission;

WHEREAS, all of the Parties hereto unanimously desire to settle all the issues pending before the Commission in the Rate Proceedings;

WHEREAS, the adoption of this Settlement Agreement as a fair, just, and reasonable disposition of the issues in this case will eliminate the need for the Commission and the Parties to expend significant resources litigating these Rate Proceedings, and eliminate the possibility of, and any need for, rehearing or appeals of the Commission's final order herein;

WHEREAS, it is understood by all Parties hereto that this Settlement Agreement is subject to the approval of the Commission, insofar as it constitutes an agreement by all Parties to the Rate Proceedings for settlement, and, absent express agreement stated herein, does not represent agreement on any specific claim, methodology, or theory supporting the appropriateness of any proposed or recommended adjustments to the Utilities' rates, terms, or conditions;

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

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

WHEREAS, the Parties believe sufficient and adequate data and information support this Settlement Agreement, and further believe the Commission should approve it;

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

ARTICLE I. REVENUE REQUIREMENTS

1.1. Utilities' Electric Revenue Requirements. The Parties stipulate that the following increases in annual revenues for LG&E electric operations and for KU operations, for purposes of determining the rates of LG&E and KU in the Rate Proceedings, are fair, just and reasonable for the Parties and for all electric customers of LG&E and KU:

LG&E Electric Operations: \$0.

KU Operations: \$125,000,000.

The Parties agree that any increase in annual revenues for LG&E electric operations and for KU operations should be effective for service rendered on and after July 1, 2015.

1.2. LG&E Gas Revenue Requirement. The Parties stipulate and agree that, effective for service rendered on and after July 1, 2015, an increase in annual revenues for LG&E gas operations of \$7,000,000, for purposes of determining the rates of LG&E gas operations in the Rate Proceedings, is fair, just and reasonable for the Parties and for all gas customers of LG&E.

1.3. Environmental Cost Recovery Mechanism Return on Equity. The Parties agree that, effective as of the expense month that includes July 1, 2015, the return on equity that shall apply to the Utilities' recovery under their environmental cost recovery ("ECR") mechanism is 10.00% for all environmental compliance plans.

1.4. Gas Line Tracker Return on Equity. The Parties agree that, effective as of July 1, 2015, the return on equity that shall apply to LG&E's Gas Line Tracker ("GLT") is 10.00%. Because the GLT is billed on a prospective basis and its charge is determined annually, for the period July 1, 2015, through and including December 31, 2015, the reduced GLT return on equity will be reflected in the GLT balancing adjustment for calendar year 2015, which adjustment will be included in GLT billings in 2016.

1.5. Green River Regulatory Asset and Amortization. The Parties hereto agree that the Commission should approve regulatory-asset treatment for the complete recovery of Green River Units 3 and 4 costs incurred during the forecast test year through the retirement of those units. The asset should be amortized over three years, beginning with the effective date of the new base rates resulting from these proceedings.

1.6. Pension Expense Regulatory Asset and Amortization. The Parties hereto agree that the Commission should approve regulatory-asset treatment for the difference between (1) the Utilities' pension expense booked according to its accounting policy on record with the Securities and Exchange Commission and in accordance with Generally Accepted Accounting Principles ("GAAP") and (2) pension expense with actuarial gains and losses amortized over 15 years.

1.7. Cane Run Unit 7 Depreciation. The Utilities will use the depreciation rates set forth in Exhibit JJS-1 of the Direct Testimony of John J. Spanos in the record in Case No. 2014-00371 and Exhibit JJS-1 of the Direct Testimony of John J. Spanos in the record in Case No. 2014-00372 which includes the assignment of a 40-year service life to the Cane Run Unit 7 for determining the unit's depreciation expense for ratemaking purposes when the facility goes on-line in 2015.

ARTICLE II. REVENUE ALLOCATION AND RATE DESIGN

2.1. Revenue Allocation. The Parties hereto agree that the allocations of the increases in annual revenues for KU and LG&E electric operations, and that the allocation of the increase in annual revenue for LG&E gas operations, as set forth on the allocation schedules designated Settlement Exhibit 1 (KU), Settlement Exhibit 2 (LG&E electric), and Settlement Exhibit 3 (LG&E gas) attached hereto, are fair, just, and reasonable for the Parties and for all customers of LG&E and KU.

2.2. Tariff Sheets. The Parties hereto agree that, effective July 1, 2015, the Utilities shall implement the electric and gas rates set forth on the tariff sheets in Settlement Exhibit 4 (KU), Settlement Exhibit 5 (LG&E electric), and Settlement Exhibit 6 (LG&E gas) attached hereto, which rates the Parties unanimously stipulate are fair, just, and reasonable, and should be approved by the Commission.

2.3. Basic Service Charges. The Parties agree that the existing monthly basic service charge amounts shall be continued:

LG&E and KU Rates RS and VFD:	\$10.75
LG&E Rates RGS and VFD:	\$13.50

All other basic service charges shall be the amounts proposed by the Utilities in their Applications and supporting exhibits in these proceedings. These basic service charges are reflected in the proposed tariff sheets attached hereto in Settlement Exhibits 4, 5, and 6.

2.4. Optional Residential Time-of-Day (“RTOD”) Rates. The Parties agree that the Utilities will add the months of April and October to the summer pricing periods set forth in their proposed RTOD-Demand and RTOD-Energy rate schedules. The Parties further agree that the following Basic Service Charge amount shall be implemented for RTOD-Demand and RTOD-Energy: \$10.75. These changes are reflected in the proposed tariff sheets attached hereto as Settlement Exhibits 4 and 5.

2.5. Curtailable Service Riders. The Parties agree that LG&E and KU will combine their current Curtailable Service Riders, CSR10 and CSR30, into a single rider CSR. The new rider CSR will be substantively identical to the Utilities’ current CSR10 tariff sheets, including the buy-through provision, except:

(A) CSR credits will be \$6.50 per kVA-month (primary) and \$6.40 per kVA-month (transmission).

(B) The Utilities’ notice to CSR customers for requesting or canceling a curtailment will be extended from 10 minutes to 60 minutes.

(C) Each Utility may request up to 100 hours of physical curtailment from CSR customers. A Utility may request physical curtailment only when (1) all of the Utilities’

available generating units have been dispatched or are being dispatched and (2) all off-system sales have been or are being curtailed.

(D) Each CSR customer will certify annually its ability to interrupt the load specified in its CSR contract.

These proposed tariff changes are shown in Settlement Exhibits 4 and 5 attached hereto.

2.6. Off-System Sales (“OSS”) Tracker. The Parties agree that the Utilities will remove from base-rate calculations all OSS margins and will implement an OSS tracker for each electric Utility. (The revenue-requirement increases stated in Article 1.1 above reflect the necessary removal of OSS margins.) The proposed OSS trackers will share OSS margins on a 75%-25% basis, with 75% of OSS margins being credited to customers through the Utilities’ Fuel Adjustment Clauses (“FAC”) and resulting FAC credits or charges. Calculations of the OSS margins credited to customers will be reviewed during the Commission’s six-month and two-year reviews of the Utilities’ FAC calculations pursuant to 807 KAR 5:056.

2.7. Pole Attachment Rates (Rate CTAC).

(A) The Parties agree that the Utilities will change their Rate CTAC charges for pole attachments to \$7.25 per attachment per year for both utilities, which proposed tariff changes are shown in Settlement Exhibits 4 and 5 attached hereto.

(B) The Parties commit that they will not challenge, through rate complaints or otherwise, the negotiated \$7.25 pole-attachment rate until the Utilities file their next base-rate applications. The Utilities commit to propose new Rate CTAC charges in their next base-rate proceedings to help ensure there is an adequate record in those proceedings for the Commission to adjudicate any disputes between the parties concerning the appropriate methodology for the Utilities to use to calculate Rate CTAC charges in the future.

(C) The Utilities further agree to meet with KCTA at the offices of the Commission to discuss methodological differences between the Utilities' and KCTA's approaches to calculating pole-attachment charges within 90 days of the date of the Commission's Order approving this Settlement Agreement. Commission Staff will attend the meetings. The Utilities and KCTA commit to work in good faith to resolve their methodological differences to arrive at an agreed methodology for the Utilities to use when proposing new Rate CTAC charges in their next base-rate applications, though the Parties recognize that even good-faith negotiations might not lead to such a result.

ARTICLE III. TREATMENT OF CERTAIN SPECIFIC ISSUES

3.1. School-Related Demand-Side Management Program Proposals.

(A) In Case No. 2013-00067, the Commission approved a two-year demand-side management and energy-efficiency ("DSM-EE") program, the School Energy Management Program ("SEMP"), to help fund energy management programs for schools affected by KRS 160.325. The annual levels of funding proposed and approved in that proceeding were \$500,000 for KU and \$225,000 for LG&E. To date, a total of \$975,000 has been requested for, and provided through, SEMP (\$815,000 for KU and \$160,000 for LG&E). The Parties agree the Commission should approve an extension of the current SEMP through June 30, 2016, to be funded with the remaining \$475,000 that was not requested during the first two SEMP program years, with \$410,000 of the funding for KU and \$65,000 for LG&E.

(B) The Utilities commit to file with the Commission an application proposing a two-year extension of SEMP (for July 1, 2016, through June 30, 2018). The total annual level of funding to be proposed is \$725,000; prior to filing the application, the Utilities will consult with KSBA to determine an appropriate allocation of the total annual funds between KU and

LG&E. In the same application, the Utilities will propose a DSM-EE program to provide \$1 million for grants to schools to fund energy-efficiency projects. With input from KSBA and other stakeholders, the Utilities commit to file the above-described application with the Commission no later than December 31, 2015.

3.2. Commitment to Evaluate Schools' Rates upon Request. The Utilities commit that, upon a KSBA member's request, the serving Utility will evaluate each of the member's schools to determine if the school is eligible to take service under a more favorable tariffed rate.

3.3. Industrial DSM-EE Matters.

(A) The Utilities commit to instruct the vendor for their industrial-DSM-EE-potential study to commence work on the study immediately, and will not seek DSM cost recovery of the study's cost. The Utilities further commit that the study will be completed by May 1, 2016, and filed with the Commission thirty days later in accordance with the Commission's final order in Case No. 2014-00003. Thereafter, Utilities commit that they will commence the DSM Advisory Group meeting process to discuss the results of the industrial study.

(B) The Utilities commit to address opt-out criteria for industrial customers, as well as the definition of "industrial," including whether the NAICS code should be used to define "industrial," in their first DSM-EE application following completion of their industrial-DSM-EE-potential study.

3.4. Low-Income Customer Support. The Utilities commit to contribute a total of \$1,150,000 of shareholder funds per year, which commitment will remain in effect until the effective date of new base rates for the Utilities following their next general base-rate cases.

(A) The total annual shareholder contribution from KU shall be as follows: \$100,000 for Wintercare and \$370,000 for HEA. CAC administers both programs.

(B) The total annual shareholder contribution from LG&E shall be as follows: \$500,000 to ACM for utility assistance and \$180,000 for HEA.

(C) KU agrees that up to 10% of its total contributions to CAC may be used for reasonable administrative expenses.

(D) LG&E agrees that up to 10% of its total contributions to ACM may be used for reasonable administrative expenses.

(E) None of the Utilities' shareholder contributions will be conditioned upon receiving matching funds from other sources.

3.5. Home Energy Assistance Program Authority. The Parties hereto agree that the authority for the Utilities' Home Energy Assistance ("HEA") Program most recently approved by the Commission in Case No. 2010-00204 should be made permanent and recommend the Commission make such authority permanent in the Commission's Order approving this Settlement Agreement. This change in the HEA's Program authority is reflected in the proposed tariff sheets attached hereto as Settlement Exhibits 4, 5, and 6.

3.6. Home Energy Assistance Charges. The Parties agree that the Utilities will continue their monthly residential meter charge (for gas and electric meters) for the Home Energy Assistance ("HEA") program at \$0.25 per meter, which shall remain effective until the effective date of new base rates for the Utilities following their next general base-rate cases. These changes are reflected in the proposed tariff sheets attached hereto as Settlement Exhibits 4, 5, and 6.

3.7. CAC-Related HEA Issues. KU commits to work with CAC on the HEA program terms to better serve low-income customers. This shall include regular meetings between KU and CAC to review the HEA fund balance, number of available slots, number of persons enrolled, and the wait list, in order to maximize the number of low-income customers served and to limit the amount of unspent surplus funds. KU commits to have its first meeting with CAC to begin this process of improved coordination within 60 days of the date of the Commission's Order approving this Settlement Agreement.

3.8. Commitments to Meet and Work with ACM to Address Certain Issues.

(A) LG&E commits to meet and work in good faith with ACM to discuss Winter Hardship Reconnection procedures, including identifying ways ACM could obtain authority to issue certificates of need for Winter Hardship Reconnections.

(B) LG&E also commits to meet and work in good faith with ACM to explore potential non-information-technology-based means, if any, of permitting third-party assistance payments to be used to pay only amounts owing on the non-deposit portions of assistance recipients' LG&E bills.

3.9. Extending Period for Paying Residential Deposits. The Parties agree that the Utilities will extend the period for a residential customer to pay in full any required deposit from the current four months to six months. These changes are reflected in the proposed tariff sheets attached hereto as Settlement Exhibits 4, 5, and 6.

3.10. The Parties agree that, except as modified in this Settlement Agreement and the exhibits attached hereto, the rates, terms, and conditions contained in the Utilities' filings in these Rate Proceedings shall be approved as filed.

ARTICLE IV. MISCELLANEOUS PROVISIONS

4.1. Except as specifically stated otherwise in this Settlement Agreement, entering into this Settlement Agreement shall not be deemed in any respect to constitute an admission by any of the Parties that any computation, formula, allegation, assertion or contention made by any other party in these Rate Proceedings is true or valid.

4.2. The Parties hereto agree that the foregoing stipulations and agreements represent a fair, just, and reasonable resolution of the issues addressed herein and request the Commission to approve the Settlement Agreement.

4.3. Following the execution of this Settlement Agreement, the Parties shall cause the Settlement Agreement to be filed with the Commission on or about April 20, 2015, together with a request to the Commission for consideration and approval of this Settlement Agreement for rates to become effective for service rendered on and after July 1, 2015.

4.4. Each of the Parties waives all cross-examination of the other Parties' witnesses unless the Commission disapproves this Settlement Agreement, and each party further stipulates and recommends that the Notice of Intent, Notice, Application, testimony, pleadings, and responses to data requests filed in the Rate Proceedings be admitted into the record. The Parties stipulate that after the date of this Settlement Agreement they will not otherwise contest the Utilities' proposals, as modified by this Settlement Agreement, in the hearing of the Rate Proceedings regarding the subject matter of the Settlement Agreement, and that they will refrain from cross-examination of the Utilities' witnesses during the hearing, except insofar as such cross-examination is in support of the Settlement Agreement.

4.5. This Settlement Agreement is subject to the acceptance of, and approval by, the Commission. The Parties agree to act in good faith and to use their best efforts to recommend to the Commission that this Settlement Agreement be accepted and approved.

4.6. If the Commission issues an order adopting this Settlement Agreement in its entirety and without additional conditions, each of the Parties agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin Circuit Court with respect to such order.

4.7. If the Commission does not accept and approve this Settlement Agreement in its entirety, then: (a) this Settlement Agreement shall be void and withdrawn by the Parties from further consideration by the Commission and none of the Parties shall be bound by any of the provisions herein, provided that none of the Parties is precluded from advocating any position contained in this Settlement Agreement; (b) any of the Parties may request a hearing on any or all of the issues in the Proceedings; and (c) neither the terms of this Settlement Agreement nor any matters raised during the settlement negotiations shall be binding on any of the Parties or be construed against any of the Parties.

4.8. If the Settlement Agreement is voided or vacated for any reason after the Commission has approved the Settlement Agreement, none of the Parties will be bound by the Settlement Agreement.

4.9. The Settlement Agreement shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

4.10. The Settlement Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

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

4.12. The Parties hereto agree that, for the purpose of the Settlement Agreement only, the terms are based upon the independent analysis of the Parties to reflect a fair, just, and reasonable resolution of the issues herein and are the product of compromise and negotiation.

4.13. The Parties hereto agree that neither the Settlement Agreement nor any of the terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the terms herein or the approval of this Settlement Agreement. This Settlement Agreement shall not have any precedential value in this or any other jurisdiction.

4.14. The signatories hereto warrant that they have appropriately informed, advised, and consulted their respective Parties in regard to the contents and significance of this Settlement Agreement and based upon the foregoing are authorized to execute this Settlement Agreement on behalf of their respective Parties.

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

4.16. The Parties hereto agree that this Settlement Agreement may be executed in multiple counterparts.

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

Kentucky Utilities Company and
Louisville Gas and Electric Company

HAVE SEEN AND AGREED:

By: 
Kendrick R. Riggs

-and-

By: 
Allyson K. Sturgeon

Attorney General for the Commonwealth of
Kentucky, by and through the Office of Rate
Intervention

HAVE SEEN AND AGREED:

By: Gregory T. Dutton
Gregory T. Dutton
Lawrence W. Cook
Angela M. Goad
Stefanie J. Kingsley

The Kroger Co.

HAVE SEEN AND AGREED:

By: 
David C. Brown

Kentucky School Boards Association

HAVE SEEN AND AGREED:

By: Matthew Malone
Matthew R. Malone,
William H. May, II

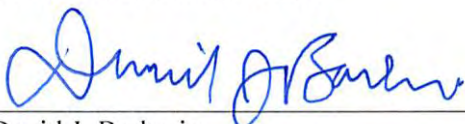
Community Action Council for
Lexington-Fayette, Bourbon, Harrison
and Nicholas Counties, Inc.

HAVE SEEN AND AGREED:

By: 
Iris G. Skidmore

Lexington-Fayette Urban County Government

HAVE SEEN AND AGREED:

By: 

David J. Barberie

Andrea C. Brown

Janet M. Graham

Subject to ratification
by Urban County Council

Association of Community Ministries, Inc.

HAVE SEEN AND AGREED:

By: *Lisa Kil Kelly*
Lisa Kil Kelly
Eileen Ordover

Kentucky Cable Telecommunications
Association

HAVE SEEN AND AGREED:

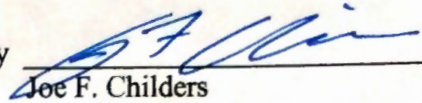
By: 

Lawrence J. Zielke
Janice M. Theriot
Gardner F. Gillespie
Amanda M. Lanham
Stephen Gilson

Sierra Club, Alice Howell, Carl Vogel and
Wallace McMullen

HAVE SEEN AND AGREED:

By

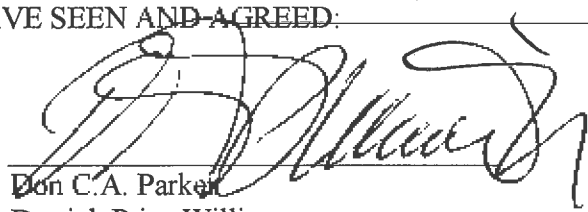


Joe F. Childers
Laurie Williams
Casey Roberts
Joshua Smith

Wal-Mart Stores East, LP and Sam's East,
Inc.

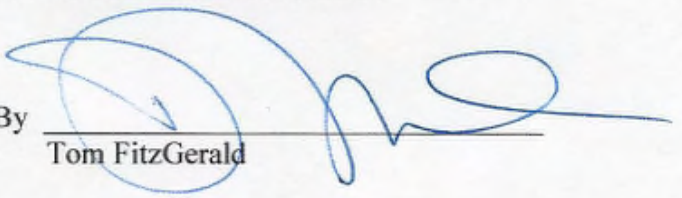
HAVE SEEN AND AGREED:

By


Don C.A. Parker
Derrick Price Williamson

Metropolitan Housing Coalition

HAVE SEEN AND AGREED:

By  _____
Tom FitzGerald

Settlement Agreement Exhibit 1

KU Rate Allocation

Kentucky Utilities Company

Case No. 2014-00371

Summary of Proposed Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD __X__ FORECAST PERIOD

Schedule M-2.3

TYPE OF FILING: __X__ ORIGINAL ___ UPDATED ___ REVISED

Page 1 of 20

WORK PAPER REFERENCE NO(S):

	Adjusted Billings Including All ECR Revenue at Current Rates	Increase	Percentage Increase
Residential Rate - RS	\$ 593,989,579	\$ 47,348,098	7.97%
Residential Time of Day Energy - RTODE	\$ 8,665	\$ 1,160	13.39%
Residential Time of Day Demand - RTODD	\$ -		
General Service Rate - GS	\$ 216,871,822	17,292,976	7.97%
All Electric School Service Rate - AES	\$ 12,936,297	1,030,294	7.96%
Power Service Rate PS - Secondary	\$ 199,011,748	\$ 15,866,702	7.97%
Power Service Rate PS - Primary	\$ 20,774,460	\$ 1,657,629	7.98%
Power Service Rate	\$ 219,786,208	17,524,331	7.97%
Time of Day Secondary Service TODS	\$ 118,607,258	9,454,593	7.97%
Time of Day Primary Service TODP	\$ 284,176,010	\$ 22,686,893	7.98%
Retail Transmission Service -- RTS	\$ 99,821,566	\$ 7,960,165	7.97%
Fluctuating Load Service FLS	\$ 31,466,313	\$ 2,504,624	7.96%
Curtable Service Rider - FLST	\$ (10,961,923)	\$ (2,094,077)	
Curtable Service Rider - RTS	\$ (253,585)	\$ (122,735)	
Curtable Service Rider - TODP	\$ (662,440)	\$ (301,016)	
Lighting Energy, LE	\$ 29,633	\$ 2,360	7.96%
Traffic Energy, TE	\$ 138,147	\$ 11,018	7.98%
All Outdoor Lighting (LS, RLS)	\$ 25,800,467	\$ 2,059,620	7.98%
TOTAL ULTIMATE CONSUMERS	\$ 1,591,754,017	\$ 125,358,304	7.88%
Late Payment Charges	\$ 3,786,198		
Electric Service Revenues	\$ 2,082,947		
Rent from Electric Property	\$ 3,491,578	\$ (363,843) (1)	
Other Miscellaneous Revenue	\$ 16,194,505		
TOTAL JURISDICTIONAL	\$ 1,617,309,245	\$ 124,994,461	7.73%

(1) Revised CTAC charge

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Calculations of Proposed Rate Increase

Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
 TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
 WORK PAPER REFERENCE NO(S):

Schedule M-2.3
 Page 2 of 20

	Bills	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESIDENTIAL RATE RS, inclusive of Volunteer Fire Department customers						
Basic Service Charges	5,164,164		\$ 10.75	\$ 55,514,763	\$ 10.75	\$ 55,514,763
All Energy		6,197,389,895	\$ 0.07744	\$ 479,925,873	\$ 0.08508	\$ 527,273,932
				Total Calculated at Base Rates		\$ 582,788,695
				Correction Factor		<u>0.999999176</u>
				Total After Application of Correction Factor		\$ 582,789,175
Adjustment to Reflect Removal of Base ECR Revenues				(19,521,778)		(19,521,778)
Total Base Revenues Net of ECR				\$ 515,919,299		\$ 563,267,397
ECR Base Revenues				\$ 19,521,778		\$ 19,521,778
FAC Billing Mechanism Revenues				\$ 15,609,738		\$ 15,609,738
DSM Billing Mechanism Revenues				\$ 9,031,358		\$ 9,031,358
ECR Billing Mechanism Revenues				\$ 33,907,406		\$ 33,907,406
Total Base Revenues Inclusive of ECR				\$ 593,989,579		\$ 641,337,677
Proposed Increase						47,348,098
		Percentage Increase				7.97%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S):

Schedule M-2.3
Page 3 of 20

Bills	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESIDENTIAL RATE RTOD-E, Residential Time of Day Energy Service (Current Rate LEV customers assumed to move)					
Basic Service Charges	85	\$ 10.75	\$ 914	\$ 10.75	\$ 914
Energy, Off-Peak Period	62,620	\$ 0.05587	\$ 3,499	\$ 0.05378	\$ 4,544
Energy, Intermediate Period	21,870	\$ 0.07763	\$ 1,698	\$	\$ -
Energy, On-Peak Period	13,964	\$ 0.14297	\$ 1,996	\$ 0.27284	\$ 3,810
Total Calculated at Base Rates			\$ 8,107	\$	\$ 9,268
Correction Factor			<u>1.000057978</u>	\$	<u>1.000057978</u>
Total After Application of Correction Factor			\$ 8,107	\$	\$ 9,267
Adjustment to Reflect Removal of Base ECR Revenues			(310)	\$	(310)
Total Base Revenues Net of ECR			\$ 7,797	\$	\$ 8,957
ECR Base Revenues			\$ 310	\$	\$ 310
FAC Billing Mechanism Revenues			\$ 149	\$	\$ 149
DSM Billing Mechanism Revenues			\$ 86	\$	\$ 86
ECR Billing Mechanism Revenues			\$ 323	\$	\$ 323
Total Base Revenues Inclusive of ECR			\$ 8,665	\$	\$ 9,825
Proposed Increase					1,160
Percentage Increase					13.39%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: BASE PERIOD FORECAST PERIOD
TYPE OF FILING: ORIGINAL UPDATED REVISED
WORK PAPER REFERENCE NO(S):

Schedule M-2.3
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	Bills	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
GENERAL SERVICE RATE GS						
Single Phase Basic Service Charge	762,399		\$ 20.00	\$ 15,247,980	\$ 25.00	\$ 19,059,975
Three Phase Basic Service Charge	222,861		\$ 35.00	\$ 7,800,135	\$ 40.00	\$ 8,914,440
Single Phase Energy		773,603,156	\$ 0.09225	\$ 71,364,891	\$ 0.09874	\$ 76,385,576
Three Phase Energy		1,131,893,696	\$ 0.09225	\$ 104,417,193	\$ 0.09874	\$ 111,763,184
				Total Calculated at Base Rates		\$ 216,123,175
				Correction Factor		<u>1.000000000</u>
				Total After Application of Correction Factor		\$ 216,123,175
Adjustment to Reflect Removal of Base ECR Revenues				\$ (8,974,890)		\$ (8,974,890)
				Total Base Revenues Net of ECR		\$ 207,148,285
ECR Base Revenues				\$ 8,974,890		\$ 8,974,890
FAC Billing Mechanism Revenues				\$ 4,646,924		\$ 4,646,924
DSM Billing Mechanism Revenues				\$ 2,848,529		\$ 2,848,529
ECR Billing Mechanism Revenues				\$ 10,546,170		\$ 10,546,170
				Total Base Revenues Inclusive of ECR		\$ 234,164,798
Proposed Increase						17,292,976 7.97%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

Schedule M-2.3
Page 6 of 20

	Bills	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
ALL ELECTRIC SCHOOLS RATE AES						
Single Phase Basic Service Charge	4,491		\$ 20.00	\$ 89,820	\$ 25.00	\$ 112,275
Three Phase Basic Service Charge	3,120		\$ 35.00	\$ 109,200	\$ 40.00	\$ 124,800
Single Phase Energy		7,766,692	\$ 0.07440	\$ 577,842	\$ 0.08094	\$ 628,636
Three Phase Energy		143,951,864	\$ 0.07440	\$ 10,710,019	\$ 0.08094	\$ 11,651,464
				Total Calculated at Base Rates		\$ 12,517,175
				Correction Factor		<u>1.000000000</u>
				Total After Application of Correction Factor		\$ 12,517,175
Adjustment to Reflect Removal of Base ECR Revenues				(477,913)		(477,913)
				Total Base Revenues Net of ECR		\$ 12,039,262
ECR Base Revenues				\$ 477,913		\$ 477,913
FAC Billing Mechanism Revenues				\$ 377,422		\$ 377,422
DSM Billing Mechanism Revenues				\$ 225,473		\$ 225,473
ECR Billing Mechanism Revenues				\$ 846,521		\$ 846,521
				Total Base Revenues Inclusive of ECR		\$ 13,966,591
Proposed Increase						1,030,294 7.96%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S):

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	Customer Months	Demand, kW Billed	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
POWER SERVICE RATE PS-Secondary							
Basic Service Charges	55,875			\$ 90.00	\$ 5,028,750	\$ 90.00	\$ 5,028,750
All Energy			2,109,401,951	\$ 0.03564	\$ 75,179,086	\$ 0.03572	\$ 75,347,838
Summer Demand		3,181,501		\$ 15.30	\$ 48,676,970	\$ 17.55	\$ 55,835,348
Winter Demand		3,732,202		\$ 13.20	\$ 49,265,063	\$ 15.45	\$ 57,662,518
Summer Power Factor Adjustment		31,479		\$ 15.30	\$ 481,624	\$ 17.55	\$ 552,451
Winter Power Factor Adjustment		32,127		\$ 13.20	\$ 424,079	\$ 15.45	\$ 496,366
					\$ 179,055,572		\$ 194,923,271
					<u>0.999999883</u>		<u>0.999999883</u>
					\$ 179,055,593		\$ 194,923,294
Adjustment to Reflect Removal of Base ECR Revenues					(7,535,493)		(7,535,493)
Redundant Capacity Charges		2,700		\$ 1.49	\$ 4,023	\$ 1.12	\$ 3,024
Total Base Revenues Net of ECR					\$ 171,524,123		\$ 187,390,825
ECR Base Revenues					\$ 7,535,493		\$ 7,535,493
FAC Billing Mechanism Revenues					\$ 5,007,479		\$ 5,007,479
DSM Billing Mechanism Revenues					\$ 3,217,407		\$ 3,217,407
ECR Billing Mechanism Revenues					\$ 11,727,246		\$ 11,727,246
Total Base Revenues Inclusive of ECR					\$ 199,011,748		\$ 214,878,450
Proposed Increase							15,866,702
				Percentage Increase			7.97%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S):

Schedule M-2.3
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	Customer Months	Demand, kW Billed	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
POWER SERVICE RATE PS-Primary							
Basic Service Charges	2,370			\$ 170.00	\$ 402,900	\$ 200.00	\$ 474,000
All Energy			237,951,668	\$ 0.03562	\$ 8,475,838	\$ 0.03446	\$ 8,199,814
Summer Demand		294,505		\$ 15.28	\$ 4,500,034	\$ 18.01	\$ 5,304,032
Winter Demand		379,236		\$ 13.18	\$ 4,998,332	\$ 15.91	\$ 6,033,646
Summer Power Factor Adjustment		4,240		\$ 15.28	\$ 64,790	\$ 18.01	\$ 76,366
Winter Power Factor Adjustment		4,673		\$ 13.18	\$ 61,589	\$ 15.91	\$ 74,346
					\$ 18,503,483		\$ 20,162,204
					Correction Factor <u>1.000000270</u>		<u>1.0000002702</u>
					\$ 18,503,478		\$ 20,162,199
Adjustment to Reflect Removal of Base ECR Revenues					\$ (737,267)		\$ (737,267)
Redundant Capacity Rider		7,800		\$ 1.25	\$ 9,750	\$ 1.11	\$ 8,658
Total Base Revenues Net of ECR					\$ 17,775,961		\$ 19,433,590
ECR Base Revenues					\$ 737,267		\$ 737,267
FAC Billing Mechanism Revenues					\$ 569,148		\$ 569,148
DSM Billing Mechanism Revenues					\$ 362,854		\$ 362,854
ECR Billing Mechanism Revenues					\$ 1,329,230		\$ 1,329,230
Total Base Revenues Inclusive of ECR					\$ 20,774,460		\$ 22,432,089
Proposed Increase							1,657,629
				Percentage Increase			7.98%

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Settlement Exhibit 1

Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

Schedule M-2.3
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	Customer Months	Demand, kW Billed	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
TIME OF DAY SECONDARY SERVICE RATE TODS							
Basic Service Charges	5,598			\$ 200.00	\$ 1,119,600	\$ 200.00	\$ 1,119,600
All Energy			1,609,032,248	\$ 0.03773	\$ 60,708,786	\$ 0.03527	\$ 56,750,567
Demand Base		3,854,008		\$ 3.62	\$ 13,951,507	\$ 4.82	\$ 18,576,317
Demand Intermediate		3,523,162		\$ 2.95	\$ 10,393,327	\$ 4.15	\$ 14,621,120
Demand Peak		3,446,742		\$ 4.55	\$ 15,682,675	\$ 5.75	\$ 19,818,765
Base Power Factor Adjustment		112,991		\$ 3.62	\$ 409,029	\$ 4.82	\$ 544,619
Intermediate Power Factor Adjustment		130,357		\$ 2.95	\$ 384,555	\$ 4.15	\$ 540,984
Peak Power Factor Adjustment		129,784		\$ 4.55	\$ 590,518	\$ 5.75	\$ 746,260
					\$ 103,239,997		\$ 112,718,232
					<u>Correction Factor</u>		<u>1.000000029</u>
					\$ 103,239,994		\$ 112,718,229
Adjustment to Reflect Removal of Base ECR Revenues					(3,695,025)		(3,695,025)
Redundant Capacity Rider Revenue not included in revenue forecast		63,898		\$ 1.49	\$ 95,207	\$ 1.12	\$ 71,565
Total Base Revenues Net of ECR					\$ 99,640,176		\$ 109,094,769
ECR Base Revenues					\$ 3,695,025		\$ 3,695,025
FAC Billing Mechanism Revenues					\$ 3,843,371		\$ 3,843,371
DSM Billing Mechanism Revenues					\$ 2,449,836		\$ 2,449,836
ECR Billing Mechanism Revenues					\$ 8,978,850		\$ 8,978,850
Total Base Revenues Inclusive of ECR					\$ 118,607,258		\$ 128,061,851
Proposed Increase							9,454,593
				Percentage Increase			7.97%

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Settlement Exhibit 1

Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
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	Customer Months	Demand, kVA Billed	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
TIME OF DAY PRIMARY SERVICE RATE TODP							
Basic Service Charges	3,054			\$ 300.00	\$ 916,200	\$ 300.00	\$ 916,200
All Energy			4,296,353,118	\$ 0.03765	\$ 161,757,694	\$ 0.03432	\$ 147,450,839
Demand Base		9,617,736		\$ 1.71	\$ 16,446,329	\$ 3.04	\$ 29,237,917
Demand Intermediate		9,207,139		\$ 2.76	\$ 25,411,704	\$ 4.09	\$ 37,657,199
Demand Peak		9,056,459		\$ 4.26	\$ 38,580,515	\$ 5.59	\$ 50,625,606
					Total Calculated at Base Rates		\$ 243,112,442
					Correction Factor		0.999999975
					Total After Application of Correction Factor		\$ 243,112,448
Adjustment to Reflect Removal of Base ECR Revenues					\$ (7,249,146)		\$ (7,249,146)
Redundant Capacity Rider Revenue not included in Revenue Forecast		142,465		\$ 1.25	\$ 178,082	\$ 1.11	\$ 158,136
Adjustment to Reflect Change in Metering					\$ (141,053)		\$ (206,078)
Adjustment to Reflect New Contract Service at Standby Rates		9,600		\$ 11.99	\$ 115,104	\$ 11.63	\$ 111,648
					Total Base Revenues Net of ECR		\$ 236,015,435
ECR Base Revenues					\$ 7,249,146		\$ 7,249,146
FAC Billing Mechanism Revenues					\$ 10,326,000		\$ 10,326,000
DSM Billing Mechanism Revenues					\$ 6,538,484		\$ 6,538,484
ECR Billing Mechanism Revenues					\$ 24,046,945		\$ 24,046,945
					Total Base Revenues Inclusive of Base ECR		\$ 284,176,010
Proposed Increase							22,686,893
				Percentage Increase			7.98%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Demand, kVA Billed	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RETAIL TRANSMISSION SERVICE RATE RTS							
Basic Service Charges	384			\$ 750.00	\$ 288,000	\$ 1,000.00	\$ 384,000
All Energy			1,605,630,259	\$ 0.03634	\$ 58,348,603	\$ 0.03357	\$ 53,901,008
Demand Base		3,651,687		\$ 1.34	\$ 4,893,261	\$ 2.84	\$ 10,370,791
Demand Intermediate		3,507,121		\$ 2.87	\$ 10,065,437	\$ 4.37	\$ 15,326,119
Demand Peak		3,427,646		\$ 3.97	\$ 13,607,755	\$ 4.47	\$ 15,321,578
					\$ 87,203,056		\$ 95,303,496
					Correction Factor <u>0.999999931</u>		<u>0.999999931</u>
					\$ 87,203,062		\$ 95,303,503
Adjustment to Reflect Removal of Base ECR Revenues					\$ (2,540,749)		\$ (2,540,749)
Adjustment to Reflect Change in Metering					\$ (321,810)		\$ (462,086)
Total Base Revenues Net of ECR					\$ 84,340,503		\$ 92,300,668
ECR Base Revenues					\$ 2,540,749		\$ 2,540,749
FAC Billing Mechanism Revenues					\$ 3,910,238		\$ 3,910,238
DSM Billing Mechanism Revenues					\$ -		\$ -
ECR Billing Mechanism Revenues					\$ 9,030,076		\$ 9,030,076
Total Base Revenues Inclusive of Base ECR					\$ 99,821,566		\$ 107,781,731
Proposed Increase							7,960,165
				Percentage Increase			7.97%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Demand, kVA Billed	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
FLUCTUATING LOAD SERVICE RATE FLS							
Primary Delivery							
Basic Service Charges	-			\$ 750.00	\$ -	\$ 1,000.00	\$ -
All Energy			-	\$ 0.03643	\$ -	\$ 0.03643	\$ -
Demand Base (5-minute kVa)		-		\$ 1.80	\$ -	\$ 2.02	\$ -
Demand Intermediate (5-minute kVa)		-		\$ 1.52	\$ -	\$ 1.97	\$ -
Demand Peak (5-minute kVa)		-		\$ 2.41	\$ -	\$ 2.86	\$ -
Transmission Delivery							
Basic Service Charges	12			\$ 750.00	\$ 9,000	\$ 1,000.00	\$ 12,000
All Energy			560,796,543	\$ 0.03261	\$ 18,287,575	\$ 0.03344	\$ 18,753,036
Demand Base (5-minute kVa)		2,221,896		\$ 1.05	\$ 2,332,991	\$ 1.27	\$ 2,821,808
Demand Intermediate (5-minute kVa)		2,221,896		\$ 1.52	\$ 3,377,282	\$ 1.97	\$ 4,377,135
Demand Peak (5-minute kVa)		1,216,656		\$ 2.41	\$ 2,932,141	\$ 2.86	\$ 3,479,636
Total Calculated at Base Rates					\$ 26,938,989		\$ 29,443,615
Correction Factor						<u>1.000000817</u>	<u>1.000000817</u>
Total After Application of Correction Factor					\$ 26,938,967		\$ 29,443,591
Adjustment to Reflect Removal of Base ECR Revenues					\$ (622,650)		\$ (622,650)
Total Base Revenues Net of ECR					\$ 26,316,317		\$ 28,820,941
ECR Base Revenues					\$ 622,650		\$ 622,650
FAC Billing Mechanism Revenues					\$ 1,368,520		\$ 1,368,520
DSM Billing Mechanism Revenues					\$ -		\$ -
ECR Billing Mechanism Revenues					\$ 3,158,826		\$ 3,158,826
Total Base Revenues Inclusive of Base ECR					\$ 31,466,313		\$ 33,970,937
Proposed Increase							\$ 2,504,624
Percentage Increase							7.96%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING ENERGY SERVICE RATE LE						
Basic Service Charges	24		\$ -	\$ -	\$ -	\$ -
All Energy		164,531	\$ 0.06380	\$ 10,497	\$ 0.06912	\$ 11,372
				Total Calculated at Base Rates		\$ 11,372
				Correction Factor		<u>1.000000000</u>
				Total After Application of Correction Factor		\$ 11,372
Adjustment to Reflect Removal of Base ECR Revenues				\$ -		\$ -
Adjustment to Reflect Increased LE Sales due to Sale of Granville Lighting Fixtures	12	279,168		\$ 17,811		\$ 19,296
Total Base Revenues Net of ECR				\$ 28,308		\$ 30,668
ECR Base Revenues				\$ -		\$ -
FAC Billing Mechanism Revenues				\$ 407		\$ 407
DSM Billing Mechanism Revenues				\$ -		\$ -
ECR Billing Mechanism Revenues				\$ 918		\$ 918
Total Base Revenues Inclusive of Base ECR				\$ 29,633		\$ 31,993
Proposed Increase						2,360
			Percentage Increase			7.96%

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Total kWh	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
TRAFFIC ENERGY SERVICE RATE TE						
Basic Service Charges	8,964		\$ 3.25	\$ 29,133	\$ 4.00	\$ 35,856
All Energy		1,241,367	\$ 0.07978	\$ 99,036	\$ 0.08324	\$ 103,331
				Total Calculated at Base Rates		\$ 128,169
				Correction Factor		<u>1.000000000</u>
				Total After Application of Correction Factor		\$ 128,169
Adjustment to Reflect Removal of Base ECR Revenues				\$ -		\$ -
				Total Base Revenues Net of ECR		\$ 128,169
ECR Base Revenues				\$ -		\$ -
FAC Billing Mechanism Revenues				\$ 3,040		\$ 3,040
DSM Billing Mechanism Revenues				\$ -		\$ -
ECR Billing Mechanism Revenues				\$ 6,938		\$ 6,938
				Total Base Revenues Inclusive of Base ECR		\$ 138,147
Proposed Increase						11,018
		Percentage Increase				7.98%

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Calculations of Proposed Rate Increase

Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: BASE PERIOD FORECAST PERIOD
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	Tariff Sheet	Rate Code	Existing Bill Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING SERVICE, Sheet No. 35								
Overhead								
High Pressure Sodium								
Cobra Head, 5800 Lumen, Standard	LS 35	462	KUUM_462	102,659	\$ 8.66	\$ 889,027	\$ 9.38	\$ 962,941
Cobra Head, 5800 Lumen, Ornamental	LS 35	472	KUUM_472	103,541	\$ 11.60	\$ 1,201,076	\$ 12.56	\$ 1,300,475
Cobra Head, 9500 Lumen, Standard	LS 35	463	KUUM_463	242,672	\$ 9.14	\$ 2,218,022	\$ 9.90	\$ 2,402,453
Cobra Head, 9500 Lumen, Ornamental	LS 35	473	KUUM_473	40,103	\$ 12.30	\$ 493,267	\$ 13.32	\$ 534,172
Cobra Head, 22000 Lumen, Standard	LS 35	464	KUUM_464	89,781	\$ 14.25	\$ 1,279,379	\$ 15.43	\$ 1,385,321
Cobra Head, 22000 Lumen, Ornamental	LS 35	474	KUUM_474	61,301	\$ 17.41	\$ 1,067,250	\$ 18.85	\$ 1,155,524
Cobra Head, 50000 Lumen, Standard	LS 35	465	KUUM_465	33,246	\$ 22.84	\$ 759,339	\$ 24.73	\$ 822,174
Cobra Head, 50000 Lumen, Ornamental	LS 35	475	KUUM_475	5,976	\$ 24.46	\$ 146,173	\$ 26.49	\$ 158,304
Directional, 9500 Lumen, Standard	LS 35	487	KUUM_487	131,813	\$ 9.00	\$ 1,186,317	\$ 9.75	\$ 1,285,177
Directional, 22000 Lumen, Standard	LS 35	488	KUUM_488	77,983	\$ 13.64	\$ 1,063,688	\$ 14.77	\$ 1,151,809
Directional, 50000 Lumen, Standard	LS 35	489	KUUM_489	98,498	\$ 19.46	\$ 1,916,771	\$ 21.07	\$ 2,075,353
Open Bottom, 9500 Lumen, Standard	LS 35	428	KUUM_428	432,418	\$ 7.84	\$ 3,390,157	\$ 8.49	\$ 3,671,229
Metal Halide								
Directional, 12000 Lumen, Standard	LS 35	450	KUUM_450	7,786	\$ 14.25	\$ 110,951	\$ 15.43	\$ 120,138
Directional, 32000 Lumen, Standard	LS 35	451	KUUM_451	60,876	\$ 20.20	\$ 1,229,695	\$ 21.87	\$ 1,331,358
Directional, 107800 Lumen, Standard	LS 35	452	KUUM_452	12,421	\$ 42.35	\$ 526,029	\$ 45.86	\$ 569,627

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Calculations of Proposed Rate Increase

Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: BASE PERIOD X FORECAST PERIOD
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	Tariff Sheet	Rate Code	Existing Bill Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING SERVICE, Sheet No. 35.1								
Underground								
High Pressure Sodium								
Colonial, 5800 Lumen, Decorative	LS 35.1	467	KUUM_467	16,025	\$ 10.77	\$ 172,589	\$ 11.66	\$ 186,852
Colonial, 9500 Lumen, Decorative	LS 35.1	468	KUUM_468	47,680	\$ 11.16	\$ 532,109	\$ 12.08	\$ 575,974
Acorn, 5800 Lumen, Smooth Pole	LS 35.1	401	KUUM_401	618	\$ 14.86	\$ 9,184	\$ 16.09	\$ 9,944
Acorn, 5800 Lumen, Fluted Pole	LS 35.1	411	KUUM_411	1,752	\$ 21.38	\$ 37,458	\$ 23.15	\$ 40,559
Acorn, 9500 Lumen, Smooth Pole	LS 35.1	420	KUUM_420	5,567	\$ 15.36	\$ 85,509	\$ 16.63	\$ 92,579
Acorn, 9500 Lumen, Fluted Pole	LS 35.1	430	KUUM_430	13,825	\$ 22.00	\$ 304,150	\$ 23.82	\$ 329,312
Victorian, 5800 Lumen, Fluted Pole	LS 35.1	414	KUUM_414	252	\$ 30.84	\$ 7,772	\$ 33.39	\$ 8,414
Victorian, 9500 Lumen, Fluted Pole	LS 35.1	415	KUUM_415	120	\$ 31.22	\$ 3,746	\$ 33.81	\$ 4,057
Contemporary Fixture and Pole, 5800 Lumen, Second Fixture	LS 35.1	492	KUUM_492	24	\$ 15.37	\$ 369	\$ 16.64	\$ 399
Contemporary Fixture and Pole, 5800 Lumen	LS 35.1	476	KUUM_476	54,335	\$ 16.79	\$ 912,285	\$ 18.18	\$ 987,810
Contemporary Fixture and Pole, 9500 Lumen, Second Fixture	LS 35.1	497	KUUM_497	106	\$ 15.35	\$ 1,627	\$ 16.62	\$ 1,762
Contemporary Fixture and Pole, 9500 Lumen	LS 35.1	477	KUUM_477	12,574	\$ 20.97	\$ 263,677	\$ 22.71	\$ 285,556
Contemporary Fixture and Pole, 22000 Lumen, Second Fixture	LS 35.1	498	KUUM_498	278	\$ 17.72	\$ 4,926	\$ 19.19	\$ 5,335
Contemporary Fixture and Pole, 22000 Lume	LS 35.1	478	KUUM_478	16,764	\$ 26.86	\$ 450,281	\$ 29.08	\$ 487,497
Contemporary Fixture and Pole, 50000 Lumen, Second Fixture	LS 35.1	499	KUUM_499	287	\$ 21.49	\$ 6,168	\$ 23.27	\$ 6,678
Contemporary Fixture and Pole, 50000 Lume	LS 35.1	479	KUUM_479	11,340	\$ 33.12	\$ 375,581	\$ 35.86	\$ 406,652
Dark Sky, 4000 Lumen	LS 35.1	300	KUUM_300	-	\$ 22.49	\$ -	\$ 24.35	\$ -
Dark Sky, 9500 Lumen	LS 35.1	301	KUUM_301	-	\$ 23.50	\$ -	\$ 25.45	\$ -

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Calculations of Proposed Rate Increase

Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: BASE PERIOD FORECAST PERIOD
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	Tariff Sheet	Rate Code	Existing Bill Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING SERVICE, Sheet No. 35.2								
Metal Halide								
Contemporary, 12000 Lumen, Fixture Only	LS 35.2	490	KUUM_490	694	\$ 15.47	\$ 10,736	\$ 16.75	\$ 11,625
Contemporary, 12000 Lumen, Fixture with Smooth Pole	LS 35.2	494	KUUM_494	2,130	\$ 28.37	\$ 60,428	\$ 30.72	\$ 65,434
Contemporary, 32000 Lumen, Fixture Only	LS 35.2	491	KUUM_491	3,633	\$ 21.93	\$ 79,672	\$ 23.75	\$ 86,284
Contemporary, 32000 Lumen, Fixture with Smooth Pole								
Smooth Pole	LS 35.2	495	KUUM_495	7,461	\$ 34.83	\$ 259,867	\$ 37.71	\$ 281,354
Contemporary, 107800 Lumen, Fixture Only	LS 35.2	493	KUUM_493	529	\$ 45.70	\$ 24,175	\$ 49.48	\$ 26,175
Contemporary, 107800 Lumen, Fixture with Smooth Pole								
Smooth Pole	LS 35.2	496	KUUM_496	1,888	\$ 58.59	\$ 110,618	\$ 63.44	\$ 119,775

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Settlement Exhibit 1

Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

DATA: BASE PERIOD FORECAST PERIOD
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	Tariff Sheet	Rate Code	Existing Bill Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36								
Overhead								
High Pressure Sodium								
Cobra Head, 4000 Lumen, Fixture Only	RLS 36	461	KUUM_461	78,906	\$ 7.54	\$ 594,951	\$ 8.16	\$ 643,873
Cobra Head, 4000 Lumen, Fixture and Pole	RLS 36	471	KUUM_471	43,379	\$ 10.49	\$ 455,046	\$ 11.36	\$ 492,785
Cobra Head, 50000 Lumen, Fixture Only	RLS 36	409	KUUM_409	1,654	\$ 11.71	\$ 19,368	\$ 12.68	\$ 20,973
Open Bottom, 5800 Lumen, Fixture Only	RLS 36	426	KUUM_426	2,025	\$ 7.44	\$ 15,066	\$ 8.06	\$ 16,322
Metal Halide								
Directional, 12000 Lumen, Flood, Fixture with Pole	RLS 36	454	KUUM_454	1,773	\$ 18.65	\$ 33,066	\$ 20.19	\$ 35,797
Directional, 32000 Lumen, Flood, Fixture with Pole	RLS 36	455	KUUM_455	12,232	\$ 24.59	\$ 300,785	\$ 26.63	\$ 325,738
Directional, 107800 Lumen, Flood, Fixture with Pole	RLS 36	459	KUUM_459	2,716	\$ 46.74	\$ 126,946	\$ 50.61	\$ 137,457
Mercury Vapor								
Cobra Head, 7000 Lumen, Fixture Only	RLS 36	446	KUUM_446	12,839	\$ 9.56	\$ 122,741	\$ 10.35	\$ 132,884
Cobra Head, 7000 Lumen, Fixture and Pole	RLS 36	456	KUUM_456	1,656	\$ 11.87	\$ 19,657	\$ 12.85	\$ 21,280
Cobra Head, 10000 Lumen, Fixture Only	RLS 36	447	KUUM_447	8,759	\$ 11.32	\$ 99,152	\$ 12.26	\$ 107,385
Cobra Head, 10000 Lumen, Fixture and Pole	RLS 36	457	KUUM_457	5,332	\$ 13.36	\$ 71,236	\$ 14.47	\$ 77,154
Cobra Head, 20000 Lumen, Fixture Only	RLS 36	448	KUUM_448	17,860	\$ 12.81	\$ 228,787	\$ 13.87	\$ 247,718
Cobra Head, 20000 Lumen, Fixture and Pole	RLS 36	458	KUUM_458	17,605	\$ 15.08	\$ 265,483	\$ 16.33	\$ 287,490
Open Bottom, 7000 Lumen, Fixture Only	RLS 36	404	KUUM_404	85,978	\$ 10.57	\$ 908,787	\$ 11.45	\$ 984,448

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Calculations of Proposed Rate Increase

Forecast Period Sales for the 12 Months Ended June 30, 2016

Settlement Exhibit 1

DATA: BASE PERIOD FORECAST PERIOD
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	Tariff Sheet	Rate Code	Existing Bill Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36.1								
Overhead, continued								
Incandescent								
Tear Drop, 1000 Lumen, Fixture Only	RLS 36.1	421	KUUM_421	60	\$ 3.39	\$ 203	\$ 3.67	\$ 220
Tear Drop, 2500 Lumen, Fixture Only	RLS 36.1	422	KUUM_422	8,111	\$ 4.54	\$ 36,824	\$ 4.92	\$ 39,906
Tear Drop, 4000 Lumen, Fixture Only	RLS 36.1	424	KUUM_424	986	\$ 6.78	\$ 6,685	\$ 7.34	\$ 7,237
Tear Drop, 4000 Lumen, Fixture and Pole	RLS 36.1	434	KUUM_434	68	\$ 7.74	\$ 526	\$ 8.38	\$ 570
Tear Drop, 6000 Lumen, Fixture Only	RLS 36.1	425	KUUM_425	24	\$ 9.06	\$ 217	\$ 9.81	\$ 235
Underground								
Metal Halide								
Directional, 12000 Lumen, Flood, Fixture with Pole	RLS 36.1	460	KUUM_460	42	\$ 27.15	\$ 1,140	\$ 29.40	\$ 1,235
Directional, 32000 Lumen, Flood, Fixture with Pole	RLS 36.1	469	KUUM_469	3,478	\$ 33.10	\$ 115,122	\$ 35.84	\$ 124,652
Directional, 107800 Lumen, Flood, Fixture with Pole	RLS 36.1	470	KUUM_470	637	\$ 55.25	\$ 35,194	\$ 59.82	\$ 38,105
High Pressure Sodium								
Acorn, 4000 Lumen, Smooth Pole	RLS 36.1	440	KUUM_440	24	\$ 13.61	\$ 327	\$ 14.74	\$ 354
Acorn, 4000 Lumen, Fluted Pole	RLS 36.1	410	KUUM_410	2,863	\$ 20.26	\$ 58,004	\$ 21.94	\$ 62,814
Colonial, 4000 Lumen, Smooth Pole 4,000L Colonial HPS UG RC-466	RLS 36.1	466	KUUM_466	10,284	\$ 9.62	\$ 98,932	\$ 10.42	\$ 107,159
Coach, 5800 Lumen, Smooth Pole	RLS 36.1	412	KUUM_412	336	\$ 30.84	\$ 10,362	\$ 33.39	\$ 11,219
Coach, 9500 Lumen, Smooth Pole	RLS 36.1	413	KUUM_413	1,150	\$ 31.22	\$ 35,903	\$ 33.81	\$ 38,882

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Settlement Exhibit 1

Calculations of Proposed Rate Increase
Forecast Period Sales for the 12 Months Ended June 30, 2016

DATA: BASE PERIOD X FORECAST PERIOD
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	Tariff Sheet	Rate Code	Existing Bill Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36.2								
Granville Lights (move from LS to RLS)								
Pole and Fixture								
Pole and Fixture remaining	RLS 36.2	360	-	48	\$ 55.33	\$ 2,656	\$ 59.91	\$ 2,876
Pole and Fixture sold	RLS 36.2	360	-	4,600	\$ 55.33	\$ 254,518	\$ 55.33	\$ 254,518
Granville Accessories (all being sold)								
Twin Crossarm Bracket (includes 1 fixtur	RLS 36.2	2	-	353	\$ 20.57	\$ 7,261	\$ 20.57	\$ 7,261
24 Inch Banner Arm	RLS 36.2	3	-	288	\$ 3.21	\$ 925	\$ 3.21	\$ 925
24 Inch Clamp Banner Arm	RLS 36.2	4	-	1,210	\$ 4.43	\$ 5,360	\$ 4.43	\$ 5,360
18 Inch Banner Arm	RLS 36.2	5	-	1,200	\$ 2.95	\$ 3,540	\$ 2.95	\$ 3,540
18 Inch Clamp On Banner Arm	RLS 36.2	7	-	-	\$ 3.66	\$ -	\$ 3.66	\$ -
Flagpole Holder	RLS 36.2	6	-	413	\$ 1.36	\$ 562	\$ 1.36	\$ 562
Post-Mounted Receptacle	RLS 36.2	8	-	689	\$ 19.19	\$ 13,222	\$ 19.19	\$ 13,222
Additional Receptacles	RLS 36.2	10	-	-	\$ 2.62	\$ -	\$ 2.62	\$ -
Planter	RLS 36.2	11	-	666	\$ 4.45	\$ 2,964	\$ 4.45	\$ 2,964
Clamp On Planter	RLS 36.2	12	-	-	\$ 4.94	\$ -	\$ 4.94	\$ -
Total Calculated at Base Rates						\$ 25,141,586	\$	27,201,202
Correction Factor						<u>0.999997773</u>		<u>0.999997773</u>
Total After Application of Correction Factor						\$ 25,141,642	\$	27,201,262
Applicable to all lighting schedules:								
Adjustment to Reflect Removal of Base ECR Revenues						-		-
Adjustment to Reflect Sale of Lighting Fixtures				(4,600)		(288,163)		(288,163)
Total Net Base Revenues						<u>\$ 24,853,479</u>		<u>\$ 26,913,099</u>
ECR Base Revenues						\$ -	\$	-
FAC Billing Mechanism Revenues						\$ 289,956	\$	289,956
DSM Billing Mechanism Revenues						\$ -	\$	-
ECR Billing Mechanism Revenues						\$ 657,032	\$	657,032
Total Base Revenues Inclusive of ECR						<u>\$ 25,800,467</u>		<u>\$ 27,860,087</u>
Proposed Increase								2,059,620
Percentage Increase								7.98%

Settlement Agreement Exhibit 2
LG&E Electric Rate Allocation

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Summary of Proposed Revenue Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD

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	Adjusted Billings Including All ECR Revenue at Current Rates	Increase	Percentage Increase
Residential Service - RS	\$ 436,027,011	\$ 256,003	0.06%
Residential Time of Day Energy - RTODE	\$ 31,170	\$ 2,828	9.07%
Residential Time of Day Demand - RTODD	\$ -	\$ -	0.00%
General Service Rate	\$ 154,856,602	100,042	0.06%
Power Service Rate			
Power Service Rate PS - Secondary	\$ 179,920,400	\$ 110,754	0.06%
Power Service Rate PS - Primary	\$ 13,517,486	\$ 8,197	0.06%
Total Power Service	\$ 193,437,886	118,951	0.06%
Time of Day Secondary Service TODS	\$ 86,270,519	\$ 51,810	0.06%
Time of Day Primary Service TODP			
Commercial time of day primary	\$ 29,938,183	\$ (2,072,748)	-6.92%
Industrial time of day primary	\$ 123,267,260	\$ 2,164,921	1.76%
Total Time of Day Primary Service	\$ 153,205,443	\$ 92,175	0.06%
Retail Transmission Service -- RTS	\$ 55,631,555	\$ 35,966	0.06%
Curtable Service Riders - CSR	\$ (3,438,312)	\$ (516,888)	
Special Contract -- Customer #1	\$ 7,092,225	\$ 5,241	0.07%
Special Contract -- Customer #2	\$ 3,797,587	\$ 1,981	0.05%
Lighting Energy -- LE	\$ 252,419	\$ 138	0.05%
Traffic Lighting Energy -- TE	\$ 300,152	\$ 200	0.07%
All Outdoor Lighting -- LS & RLS	\$ 18,994,751	\$ 10,639	0.06%
TOTAL ULTIMATE CONSUMERS	\$ 1,106,459,008	\$ 159,086	0.01%
Other Operating Revenues:			
Late Payment Charges	\$ 2,474,607		
Electric Service Revenue	\$ 2,325,202		
Other Rent from Elec Property	\$ 3,744,845	\$ (163,013) (1)	
Other Miscellaneous Revenue	\$ 6,625,945		
TOTAL JURISDICTIONAL	\$ 1,121,629,607	\$ (3,927)	0.00%

(1) Revised CTAC charge

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
RESIDENTIAL RATE RS, inclusive of Volunteer Fire Department						
Basic Service Charges	4,337,986		\$ 10.75	\$ 46,633,350	\$ 10.75	\$ 46,633,350
All Energy		4,266,714,109	\$ 0.08076	\$ 344,579,831	\$ 0.08082	\$ 344,835,834
All Energy						
			Total Calculated at Base Rates	\$ 391,213,181		\$ 391,469,184
			Correction Factor	<u>0.999999259</u>		<u>0.999999259</u>
			Total After Application of Correction Factor	\$ 391,213,471		\$ 391,469,474
Adjustment to Reflect Removal of Base ECR Revenues				\$ (5,717,397)		\$ (5,717,397)
Total Net Base Revenues				\$ 385,496,074		\$ 385,752,077
FAC Mechanism Revenue				\$ (827,983)		\$ (827,983)
DSM Mechanism Revenue				\$ 7,942,641		\$ 7,942,641
ECR Mechanism Revenue				\$ 37,698,882		\$ 37,698,882
ECR Base Revenues				\$ 5,717,397		\$ 5,717,397
Total Base Revenues Inclusive of ECR				\$ 436,027,011		\$ 436,283,014
Proposed Increase						256,003
		Percentage Increase				0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
RESIDENTIAL RATE RTOD-E, Residential Time of Day Energy Service (current Rate LEV customers assumed to move)						
Basic Service Charges	243		\$ 10.75	\$ 2,612	\$ 10.75	\$ 2,612
Energy, Off-Peak Period		185,122	\$ 0.05820	\$ 10,774	\$ 0.05571	\$ 14,936
Energy, Intermediate Period (current LEV; becomes off-peak)		82,977	\$ 0.07899	\$ 6,555		
Energy, On-Peak Period		63,254	\$ 0.14451	\$ 9,141	\$ 0.22706	\$ 14,362
			Total Calculated at Base Rates	\$ 29,082		\$ 31,910
			Correction Factor	<u>1.000000000</u>		<u>1.000000000</u>
			Total After Application of Correction Factor	\$ 29,082		\$ 31,910
Adjustment to Reflect Removal of Base ECR Revenues				\$ (444)		\$ (444)
Total Net Base Revenues				\$ 28,638		\$ 31,466
FAC Mechanism Revenue				\$ (39)		\$ (39)
DSM Mechanism Revenue				\$ 370		\$ 370
ECR Mechanism Revenue				\$ 1,757		\$ 1,757
ECR Base Revenues				\$ 444		\$ 444
Total Base Revenues Inclusive of ECR				\$ 31,170		\$ 33,998
Proposed Increase						2,828
		Percentage Increase				9.07%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

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	Customer Months	Demand	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
RESIDENTIAL RATE RTOD-D, Residential Time of Day Demand Service							
Basic Service Charges	-			\$ 10.75	\$ -	\$ 10.75	\$ -
Energy				- \$ 0.08076	\$ -	\$ 0.04008	\$ -
kW, Base Period		-		\$ -	\$ -	\$ 3.25	\$ -
kW, Peak Period		-		\$ -	\$ -	\$ 12.38	\$ -
				Total Calculated at Base Rates	\$ -	\$ -	\$ -
				Correction Factor	1.000000000	1.000000000	1.000000000
				Total After Application of Correction Factor	\$ -	\$ -	\$ -
Adjustment to Reflect Removal of Base ECR Revenues					\$ -	\$ -	\$ -
				Total Net Base Revenues	\$ -	\$ -	\$ -
FAC Mechanism Revenue					\$ -	\$ -	\$ -
DSM Mechanism Revenue					\$ -	\$ -	\$ -
ECR Mechanism Revenue					\$ -	\$ -	\$ -
ECR Base Revenues					\$ -	\$ -	\$ -
				Total Base Revenues Inclusive of ECR	\$ -	\$ -	\$ -
Proposed Increase							-
		Percentage Increase					0.00%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

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	Customer Months	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
GENERAL SERVICE RATE GS						
Single Phase Customer Charge	338,578		\$ 20.00	\$ 6,771,560	\$ 25.00	\$ 8,464,450
Single Phase Energy		389,930,533	\$ 0.09134	\$ 35,616,255	\$ 0.08948	\$ 34,890,984
Three Phase Customer Charge	196,592		\$ 35.00	\$ 6,880,720	\$ 40.00	\$ 7,863,680
Three Phase Energy		994,912,174	\$ 0.09134	\$ 90,875,278	\$ 0.08948	\$ 89,024,741
			Total Calculated at Base Rates	\$ 140,143,813		\$ 140,243,855
			Correction Factor	<u>1.000000043</u>		<u>1.000000043</u>
			Total After Application of Correction Factor	\$ 140,143,807		\$ 140,243,849
Adjustment to Reflect Removal of Base ECR Revenues				\$ (2,312,687)		\$ (2,312,687)
			Total Net Base Revenues	\$ 137,831,120		\$ 137,931,162
FAC Mechanism Revenue				\$ (360,951)		\$ (360,951)
DSM Mechanism Revenue				\$ 2,603,571		\$ 2,603,571
ECR Mechanism Revenue				\$ 12,470,175		\$ 12,470,175
ECR Base Revenues				\$ 2,312,687		\$ 2,312,687
			Total Base Revenues Inclusive of ECR	\$ 154,856,602		\$ 154,956,644
Proposed Increase						100,042 0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kW	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
POWER SERVICE RATE PS-Secondary							
Basic Service Charges	33,546			\$ 90.00	\$ 3,019,140	\$ 90.00	\$ 3,019,140
All Energy			1,965,916,065	\$ 0.04060	\$ 79,816,192	\$ 0.04071	\$ 80,032,443
Summer Demand, kW		2,259,464		\$ 16.40	\$ 37,055,202	\$ 16.39	\$ 37,032,607
Winter Demand, kW		2,719,905		\$ 14.01	\$ 38,105,864	\$ 13.98	\$ 38,024,267
Summer Power Factor Adjustment		29,123		\$ 16.40	\$ 477,625	\$ 16.39	\$ 477,333
Winter Power Factor Adjustment		33,744		\$ 14.01	\$ 472,759	\$ 13.98	\$ 471,746
					\$ 158,946,782		\$ 159,057,536
					Correction Factor		0.9999999748
					\$ 158,946,786		\$ 159,057,540
Adjustment to Reflect Removal of Base ECR Revenues					\$ (2,420,274)		\$ (2,420,274)
Total Base Revenues Net of ECR					\$ 156,526,512		\$ 156,637,266
FAC Mechanism Revenue					\$ (521,202)		\$ (521,202)
DSM Mechanism Revenue					\$ 3,703,933		\$ 3,703,933
ECR Mechanism Revenue					\$ 17,790,883		\$ 17,790,883
ECR Base Revenues					\$ 2,420,274		\$ 2,420,274
Total Base Revenues Inclusive of ECR					\$ 179,920,400		\$ 180,031,154
Proposed Increase							110,754
			Percentage Increase				0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kW	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
POWER SERVICE RATE PS-Primary							
Basic Service Charges	876			\$ 170.00	\$ 148,920	\$ 200.00	\$ 175,200
All Energy			162,948,372	\$ 0.03926	\$ 6,397,353	\$ 0.03925	\$ 6,395,724
Summer Demand, kW		184,990		\$ 13.95	\$ 2,580,610	\$ 13.91	\$ 2,573,210
Winter Demand, kW		215,342		\$ 11.66	\$ 2,510,893	\$ 11.62	\$ 2,502,279
Summer Power Factor Adjustment		3,595		\$ 13.95	\$ 50,151	\$ 13.91	\$ 50,007
Winter Power Factor Adjustment		7,402		\$ 11.66	\$ 86,302	\$ 11.62	\$ 86,006
					\$ 11,774,229		\$ 11,782,426
							<u>1.000003397</u>
					\$ 11,774,189		\$ 11,782,386
Adjustment to Reflect Removal of Base ECR Revenues					(197,438)		(197,438)
Total Base Revenues Net of ECR					\$ 11,576,751		\$ 11,584,948
FAC Mechanism Revenue					\$ (37,281)		\$ (37,281)
DSM Mechanism Revenue					\$ 307,902		\$ 307,902
ECR Mechanism Revenue					\$ 1,472,676		\$ 1,472,676
ECR Base Revenues					\$ 197,438		\$ 197,438
Total Base Revenues Inclusive of ECR					\$ 13,517,486		\$ 13,525,683
Proposed Increase							8,197
			Percentage Increase				0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kW	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
TIME OF DAY SECONDARY SERVICE RATE TODS							
Basic Service Charges	3,830			\$ 200.00	\$ 766,000	\$ 200.00	\$ 766,000
All Energy			1,040,406,894	\$ 0.03990	\$ 41,512,235	\$ 0.04049	\$ 42,126,075
Demand kW Base		2,312,300		\$ 4.00	\$ 9,249,201	\$ 3.91	\$ 9,041,094
Demand kW Intermediate		2,167,525		\$ 4.51	\$ 9,775,539	\$ 4.41	\$ 9,558,786
Demand kW Peak		2,122,416		\$ 6.11	\$ 12,967,962	\$ 6.05	\$ 12,840,617
Base Power Factor Adjustment		52,064		\$ 4.00	\$ 208,255	\$ 3.91	\$ 203,569
Intermediate Power Factor Adjustment		62,080		\$ 4.51	\$ 279,980	\$ 4.41	\$ 273,772
Peak Power Factor Adjustment		60,199		\$ 6.11	\$ 367,815	\$ 6.05	\$ 364,204
					\$ 75,126,987		\$ 75,174,117
					<u>0.999999920</u>		<u>0.999999920</u>
					\$ 75,126,993		\$ 75,174,123
Adjustment to Reflect Removal of Base ECR Revenues					\$ (1,084,253)		\$ (1,084,253)
Redundant Capacity Rider Revenue not included in revenue forecast		18,000		\$ 1.17	\$ 21,060	\$ 1.43	\$ 25,740
Total Net Base Revenues					\$ 74,063,800		\$ 74,115,610
FAC Mechanism Revenue					\$ (270,983)		\$ (270,983)
DSM Mechanism Revenue					\$ 1,965,777		\$ 1,965,777
ECR Mechanism Revenue					\$ 9,427,672		\$ 9,427,672
ECR Base Revenues					\$ 1,084,253		\$ 1,084,253
Total Base Revenues Inclusive of ECR					\$ 86,270,519		\$ 86,322,329
Proposed Increase							51,810
			Percentage Increase				0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: BASE PERIOD FORECAST PERIOD
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	Customer Months	Metered kVA	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
TIME OF DAY PRIMARY SERVICE RATE CTODP -- Commercial (To Be Combined with ITDOP)							
Basic Service Charges	474			\$ 300.00	\$ 142,200		
All Energy			372,651,050	\$ 0.03810	\$ 14,198,005		
Demand kVA Base		886,968		\$ 3.98	\$ 3,530,133		
Demand kVA Intermediate		822,075		\$ 4.13	\$ 3,395,170		
Demand kVA Peak		804,117		\$ 5.83	\$ 4,688,002		
				Total Calculated at Base Rates	\$ 25,953,510		
				Correction Factor	<u>1.00000308</u>		
				Total After Application of Correction Factor	\$ 25,953,502		
Adjustment to Reflect Removal of Base ECR Revenues						(351,843)	
Total Net Base Revenues					\$ 25,601,659		
FAC Mechanism Revenue					\$ (88,079)		
DSM Mechanism Revenue					\$ 704,109		
ECR Mechanism Revenue					\$ 3,368,651		
ECR Base Revenues					\$ 351,843		
Total Base Revenues Inclusive of ECR					\$ 29,938,183		

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kVA	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
TIME OF DAY PRIMARY SERVICE RATE ITODP -- Industrial (To Be Combined with CTODP)							
Basic Service Charges	842			\$ 300.00	\$ 252,600		
All Energy			1,670,443,749	\$ 0.03538	\$ 59,100,300		
Demand kVA Base		4,104,101		\$ 3.63	\$ 14,897,887		
Demand kVA Intermediate		3,725,959		\$ 3.79	\$ 14,121,384		
Demand kVA Peak		3,676,463		\$ 4.63	\$ 17,022,024		
				Total Calculated at Base Rates	\$ 105,394,195		
				Correction Factor	0.999999943		
				Total After Application of Correction Factor	\$ 105,394,201		
Adjustment to Reflect Removal of Base ECR Revenues						(1,610,913)	
Total Net Base Revenues					\$ 103,783,288		
FAC Mechanism Revenue					\$ (495,205)		
DSM Mechanism Revenue					\$ 3,151,617		
ECR Mechanism Revenue					\$ 15,216,647		
ECR Base Revenues					\$ 1,610,913		
Total Base Revenues Inclusive of ECR					\$ 123,267,260		

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kVA	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
TIME OF DAY PRIMARY SERVICE RATE TODP (Consolidation of CTODP and ITODP)							
Basic Service Charges	1,316				\$ 394,800	\$ 300.00	\$ 394,800
All Energy			2,043,094,799		\$ 73,298,305	\$ 0.03824	\$ 78,127,945
Demand kVA Base		4,991,069			\$ 18,428,020	\$ 3.24	\$ 16,171,064
Demand kVA Intermediate		4,548,034			\$ 17,516,554	\$ 3.40	\$ 15,463,316
Demand kVA Peak		4,480,580			\$ 21,710,026	\$ 4.75	\$ 21,282,755
					\$ 131,347,705		\$ 131,439,880
					Correction Factor		<u>1.000000015</u>
					Total After Application of Correction Factor		\$ 131,439,878
Adjustment to Reflect Removal of Base ECR Revenues					(1,962,756)		(1,962,756)
Total Net Base Revenues					\$ 129,384,947		\$ 129,477,122
FAC Mechanism Revenue					\$ (583,284)		\$ (583,284)
DSM Mechanism Revenue					\$ 3,855,726		\$ 3,855,726
ECR Mechanism Revenue					\$ 18,585,298		\$ 18,585,298
ECR Base Revenues					\$ 1,962,756		\$ 1,962,756
Total Base Revenues Inclusive of ECR					\$ 153,205,443		\$ 153,297,618
Proposed Increase							92,175
			Percentage Increase				0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kVA	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
RETAIL TRANSMISSION SERVICE RATE RTS							
Basic Service Charges	144			\$ 750.00	\$ 108,000	\$ 1,000.00	\$ 144,000
All Energy			876,840,985	\$ 0.03610	\$ 31,653,959	\$ 0.03711	\$ 32,539,569
Demand kVA Base		1,917,694		\$ 2.75	\$ 5,273,659	\$ 2.57	\$ 4,928,474
Demand kVA Intermediate		1,844,434		\$ 3.00	\$ 5,533,302	\$ 2.82	\$ 5,201,304
Demand kVA Peak		1,158,118		\$ 4.55	\$ 5,269,437	\$ 4.37	\$ 5,060,976
				Total Calculated at Base Rates	\$ 47,838,357		\$ 47,874,323
				Correction Factor	<u>0.999999875</u>		<u>0.999999875</u>
				Total After Application of Correction Factor	\$ 47,838,363		\$ 47,874,329
Adjustment to Reflect Removal of Base ECR Revenues					\$ (541,227)		\$ (541,227)
				Total Base Revenues Net of ECR	\$ 47,297,136		\$ 47,333,102
FAC Mechanism Revenue					\$ (258,694)		\$ (258,694)
DSM Mechanism Revenue					\$ -		\$ -
ECR Mechanism Revenue					\$ 8,051,886		\$ 8,051,886
ECR Base Revenues					\$ 541,227		\$ 541,227
				Total Base Revenues Inclusive of ECR	\$ 55,631,555		\$ 55,667,521
Proposed Increase							35,966
			Percentage Increase				0.06%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kVA	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
FLUCTUATING LOAD SERVICE RATE FLS							
Primary Delivery							
Basic Service Charges	-			\$ 750.00	\$ -	\$ 1,000.00	\$ -
All Energy				- \$ 0.03610	\$ -	\$ 0.03612	\$ -
Demand kVA Base		-		\$ 1.89	\$ -	\$ 1.89	\$ -
Demand kVA Intermediate		-		\$ 1.89	\$ -	\$ 1.89	\$ -
Demand kVA Peak		-		\$ 2.94	\$ -	\$ 2.94	\$ -
Transmission Delivery							
Basic Service Charges	-			\$ 750.00	\$ -	\$ 1,000.00	\$ -
All Energy				- \$ 0.03610	\$ -	\$ 0.03612	\$ -
Demand kVA Base		-		\$ 1.14	\$ -	\$ 1.14	\$ -
Demand kVA Intermediate		-		\$ 1.89	\$ -	\$ 1.89	\$ -
Demand kVA Peak		-		\$ 2.94	\$ -	\$ 2.94	\$ -
Adjustment to Reflect Removal of Base ECR Revenues					\$ -		\$ -
Total Base Revenues Net of ECR					<u>\$ -</u>		<u>\$ -</u>
FAC Mechanism Revenue					\$ -		\$ -
DSM Mechanism Revenue					\$ -		\$ -
ECR Mechanism Revenue					\$ -		\$ -
ECR Base Revenues					\$ -		\$ -
Total Base Revenues Inclusive of ECR					<u>\$ -</u>		<u>\$ -</u>
Proposed Increase							-
		Percentage Increase					0.00%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kW	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
SPECIAL CONTRACTS							
Customer Number 1							
Basic Service Charges	12			\$ -	\$ -	\$ -	\$ -
All Energy			109,874,900	\$ 0.03740	\$ 4,109,321	\$ 0.03910	\$ 4,296,109
Summer Demand, kW		66,832		\$ 15.04	\$ 1,005,153	\$ 13.82	\$ 923,618
Winter Demand, kW		92,834		\$ 12.72	\$ 1,180,849	\$ 11.50	\$ 1,067,591
					\$ 6,295,323		\$ 6,287,318
							<u>0.999999523</u>
					\$ 6,295,326		\$ 6,287,321
Adjustment to Reflect Removal of Base ECR Revenues					\$ (62,269)		\$ (62,269)
Adjustment to Reflect Demand Revenue Credit for 97% Power Factor					\$ (148,648)		\$ (135,402)
Total Base Revenues Net of ECR					\$ 6,084,409		\$ 6,089,650
FAC Mechanism Revenue					\$ (44,645)		\$ (44,645)
DSM Mechanism Revenue					\$ -		\$ -
ECR Mechanism Revenue					\$ 990,192		\$ 990,192
ECR Base Revenues					\$ 62,269		\$ 62,269
Total Base Revenues Inclusive of ECR					\$ 7,092,225		\$ 7,097,466
Proposed Increase							\$ 5,241
			Percentage Increase				0.07%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Customer Months	Metered kW	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
SPECIAL CONTRACTS							
Customer Number 2							
Basic Service Charges	24			\$ -	\$ -	\$ -	\$ -
All Energy			57,572,100	\$ 0.03702	\$ 2,131,319	\$ 0.03872	\$ 2,229,192
Summer Demand, kW		47,214		\$ 10.35	\$ 488,665	\$ 9.50	\$ 448,533
Winter Demand, kW		65,600		\$ 10.35	\$ 678,960	\$ 9.50	\$ 623,200
					\$ 3,298,944		\$ 3,300,925
					0.999992725		0.999992725
				Total After Application of Correction Factor	\$ 3,298,968		\$ 3,300,949
Adjustment to Reflect Removal of Base ECR Revenues					\$ (17,469)		\$ (17,469)
				Total Base Revenues Net of ECR	\$ 3,281,499		\$ 3,283,480
FAC Mechanism Revenue					\$ (23,805)		\$ (23,805)
DSM Mechanism Revenue					\$ -		\$ -
ECR Mechanism Revenue					\$ 522,424		\$ 522,424
ECR Base Revenues					\$ 17,469		\$ 17,469
				Total Base Revenues Inclusive of ECR	\$ 3,799,587		\$ 3,799,568
Proposed Increase							\$ 1,981
			Percentage Increase				0.05%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

DATA: ___ BASE PERIOD __X__ FORECAST PERIOD
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	Customer Months	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING ENERGY SERVICE RATE LE						
Basic Service Charges	1,872		\$ -	\$ -	\$ -	\$ -
All Energy		3,442,738	\$ 0.06461	\$ 222,435	\$ 0.06465	\$ 222,573
				\$ 222,435		\$ 222,573
						<u>1.000000000</u>
				\$ 222,435		\$ 222,573
Adjustment to Reflect Removal of Base ECR Revenues				\$ -	\$ -	\$ -
Total Base Revenues Net of ECR				\$ 222,435		\$ 222,573
FAC Mechanism Revenue				\$ (1,707)	\$ (1,707)	\$ (1,707)
DSM Mechanism Revenue				\$ -	\$ -	\$ -
ECR Mechanism Revenue				\$ 31,691	\$ 31,691	\$ 31,691
ECR Base Revenues				\$ -	\$ -	\$ -
Total Base Revenues Inclusive of ECR				\$ 252,419		\$ 252,557
Proposed Increase						138
		Percentage Increase				0.05%

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
Calculation of Proposed Electric Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016
Electric Operations

Settlement Exhibit 2

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	Customer Months	kWh's	Current Rates Unit Charges	Calculated Revenue	Proposed Rates	Calculated Revenue at Proposed Rates
TRAFFIC ENERGY SERVICE RATE TE						
Basic Service Charges	10,860		\$ 3.25	\$ 35,295	\$ 4.00	\$ 43,440
All Energy		3,103,723	\$ 0.07658	\$ 237,682	\$ 0.07402	\$ 229,737
				\$ 272,977		\$ 273,177
				Correction Factor	<u>1.000000000</u>	<u>1.000000000</u>
				Total After Application of Correction Factor	\$ 272,977	\$ 273,177
Adjustment to Reflect Removal of Base ECR Revenues				\$ -	\$ -	\$ -
				Total Base Revenues Net of ECR	\$ 272,977	\$ 273,177
FAC Mechanism Revenue				\$ (1,270)	\$ (1,270)	\$ (1,270)
DSM Mechanism Revenue				\$ -	\$ -	\$ -
ECR Mechanism Revenue				\$ 28,445	\$ 28,445	\$ 28,445
ECR Base Revenues				\$ -	\$ -	\$ -
				Total Base Revenues Inclusive of Base ECR	\$ 300,152	\$ 300,352
Proposed Increase						200
		Percentage Increase				0.07%

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD FORECAST PERIOD
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	Rate Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING SERVICE, Sheet No. 35						
High Pressure Sodium						
Cobra Head, 16000 Lumen, Fixture Only	452	73,273	\$ 12.82	\$ 939,360	\$ 12.83	\$ 940,093
Cobra Head, 28500 Lumen, Fixture Only	453	119,571	\$ 15.08	\$ 1,803,131	\$ 15.09	\$ 1,804,326
Cobra Head, 50000 Lumen, Fixture Only	454	64,813	\$ 17.38	\$ 1,126,450	\$ 17.39	\$ 1,127,098
Directional, 16000 Lumen, Fixture Only	455	4,447	\$ 13.77	\$ 61,235	\$ 13.78	\$ 61,280
Directional, 50000 Lumen, Fixture Only	456	141,112	\$ 18.21	\$ 2,569,649	\$ 18.22	\$ 2,571,061
Open Bottom, 9500 Lumen, Fixture Only	457	35,830	\$ 10.86	\$ 389,114	\$ 10.87	\$ 389,472
Metal Halide						
Directional, 12000 Lumen, Fixture Only	470	309	\$ 12.79	\$ 3,952	\$ 12.80	\$ 3,955
Directional, 32000 Lumen, Fixture Only	473	4,685	\$ 18.68	\$ 87,516	\$ 18.69	\$ 87,563
Directional, 107800 Lumen, Fixture Only	476	4,069	\$ 39.60	\$ 161,132	\$ 39.62	\$ 161,214

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Rate Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING SERVICE, Sheet No. 35.1						
High Pressure Sodium						
Colonial, 4-Sided, 5800 Lumen, Smooth Pole	412	4,482	\$ 19.79	\$ 88,699	\$ 19.80	\$ 88,744
Colonial, 4-Sided, 9500 Lumen, Smooth Pole	413	22,746	\$ 20.49	\$ 466,066	\$ 20.50	\$ 466,293
Colonial, 4-Sided, 16000 Lumen, Smooth Pole	444	-	\$ -	\$ -	\$ 20.74	\$ -
Acorn, 5800 Lumen, Smooth Pole	415	478	\$ 20.18	\$ 9,646	\$ 20.19	\$ 9,651
Acorn, 9500 Lumen, Smooth Pole	416	19,957	\$ 22.56	\$ 450,230	\$ 22.57	\$ 450,429
Acorn, 16000 Lumen, Smooth Pole	445	-	\$ -	\$ -	\$ 22.68	\$ -
London 5800 Lumen, Fluted Pole	427	575	\$ 35.20	\$ 20,240	\$ 35.22	\$ 20,252
London, 9500 Lumen, Fluted Pole	429	2,160	\$ 36.07	\$ 77,911	\$ 36.09	\$ 77,954
Victorian, 5800 Lumen, Fluted Pole	431	485	\$ 32.93	\$ 15,971	\$ 32.95	\$ 15,981
Victorian, 9500 Lumen, Fluted Pole	433	3,281	\$ 34.99	\$ 114,802	\$ 35.01	\$ 114,868
Dark Sky, 4000 Lumen, Smooth Pole	400	2,077	\$ 23.89	\$ 49,620	\$ 23.90	\$ 49,640
Dark Sky, 9500 Lumen, Smooth Pole	401	74	\$ 24.90	\$ 1,843	\$ 24.92	\$ 1,844
Victorian/London Bases	956	4,050	\$ 3.56	\$ 14,418	\$ 3.56	\$ 14,418
Cobra Head, 16000 Lumen, Smooth Pole	423	258	\$ 26.35	\$ 6,798	\$ 26.37	\$ 6,803
Cobra Head, 28500 Lumen, Smooth Pole	424	4,882	\$ 28.45	\$ 138,893	\$ 28.47	\$ 138,991
Cobra Head, 50000 Lumen, Smooth Pole	425	576	\$ 34.03	\$ 19,601	\$ 34.05	\$ 19,613

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Rate Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
LIGHTING SERVICE, Sheet No. 35.2						
Contemporary Fixture only, 16000 Lumen	439	-	\$ 16.46	\$ -	\$ 16.47	\$ -
Contemporary Fixture with Pole, 16000 Lumen	420	595	\$ 29.89	\$ 17,785	\$ 29.91	\$ 17,796
Contemporary Fixture only, 28500 Lumen	440	1,791	\$ 18.28	\$ 32,739	\$ 18.29	\$ 32,757
Contemporary Fixture with Pole, 28500 Lumen	421	1,973	\$ 32.86	\$ 64,833	\$ 32.88	\$ 64,872
Contemporary Fixture only, 50000 Lumen	441	2,775	\$ 22.32	\$ 61,938	\$ 22.33	\$ 61,966
Contemporary Fixture with Pole, 50000 Lumen	422	4,123	\$ 38.39	\$ 158,282	\$ 38.41	\$ 158,364
Metal Halide						
Contemporary Fixture only, 12000 Lumen	479	-	\$ 14.06	\$ -	\$ 14.07	\$ -
Contemporary Fixture with Pole, 12000 Lumen	480	199	\$ 23.83	\$ 4,742	\$ 23.84	\$ 4,744
Contemporary Fixture only, 32000 Lumen	481	76	\$ 20.46	\$ 1,555	\$ 20.47	\$ 1,556
Contemporary Fixture with Pole, 32000 Lumen	482	485	\$ 30.21	\$ 14,652	\$ 30.23	\$ 14,662
Contemporary Fixture only, 107800 Lumen	483	24	\$ 42.56	\$ 1,021	\$ 42.59	\$ 1,022
Contemporary Fixture with Pole, 107800 Lumen	484	156	\$ 52.31	\$ 8,160	\$ 52.34	\$ 8,165
Existing Poles/Bases Billed Under Corresponding RLS Rates:						
Wood Pole installed before 7/1/2004 (RLS Sheet No. 36)	900	62,547	\$ 2.06	\$ 128,847	\$ 2.06	\$ 128,847
Wood Pole installed before 3/1/2010 (RLS Sheet No. 36)	958	5,073	\$ 11.31	\$ 57,376	\$ 11.32	\$ 57,426
10' Smooth Pole (RLS Sheet No. 36.1)	901	-	\$ 10.81	\$ -	\$ 10.82	\$ -
10' Fluted Pole (RLS Sheet No. 36.1)	902	36	\$ 12.90	\$ 464	\$ 12.91	\$ 465
Old Town Bases (RLS Sheet No. 36.1)	950	147	\$ 3.47	\$ 510	\$ 3.47	\$ 510
Chesapeake Bases (RLS Sheet No. 36.1)	951	662	\$ 3.73	\$ 2,469	\$ 3.73	\$ 2,469

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD __X__ FORECAST PERIOD
 TYPE OF FILING: __X__ ORIGINAL ___ UPDATED ___ REVISED
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	Rate Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36						
Mercury Vapor						
Cobra/Open Bottom, 8000 Lumen, Fixture Only	252	48,495		465,231	\$ 9.59	\$ 465,067
Cobra/Open Bottom, 8000 Lumen, Fixture Only	252	47,768	\$ 9.57	\$ 457,140		
Cobra Head, 8000 Lumen, Fixture Only	458	727	\$ 11.13	\$ 8,091		
Cobra Head, 13000 Lumen, Fixture Only	203	46,852	\$ 10.96	\$ 513,498	\$ 10.97	\$ 513,966
Cobra Head, 25000 Lumen, Fixture Only	204	45,423	\$ 13.51	\$ 613,665	\$ 13.52	\$ 614,119
Cobra Head, 60000 Lumen, Fixture Only	209	529	\$ 27.69	\$ 14,648	\$ 27.71	\$ 14,659
Directional, 25000 Lumen, Fixture Only	207	9,061	\$ 15.54	\$ 140,808	\$ 15.55	\$ 140,899
Directional, 60000 Lumen, Fixture Only	210	4,224	\$ 28.89	\$ 122,031	\$ 28.91	\$ 122,116
Open Bottom, 4000 Lumen, Fixture Only	201	898	\$ 8.14	\$ 7,310	\$ 8.15	\$ 7,319
Metal Halide						
Directional, 12000 Lumen, Fixture and Wood Pole	471	26	\$ 15.07	\$ 392	\$ 15.08	\$ 392
Directional, 32000 Lumen, Fixture and Wood Pole	474	708	\$ 20.97	\$ 14,847	\$ 20.98	\$ 14,854
Directional, 32000 Lumen, Fixture and Metal Pole	475	37	\$ 28.42	\$ 1,052	\$ 28.44	\$ 1,052
Directional, 107800 Lumen, Fixture and Wood Pole	477	682	\$ 42.78	\$ 29,176	\$ 42.81	\$ 29,196

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Rate Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36.1						
Wood Pole						
Wood Pole Installed After June 30, 2004	958	441	\$ 11.31	\$ 4,988	\$ 11.32	\$ 4,992
Wood Pole Installed Before July 1, 2004	900	19,943	\$ 2.06	\$ 41,083	\$ 2.06	\$ 41,083
High Pressure Sodium						
Cobra/Contemporary, 16000 Lumen, Fixture Only	275	6,209	\$ 24.89	\$ 154,542	\$ 24.91	\$ 154,666
Cobra/Contemporary, 28500 Lumen, Fixture Only	266	24,215	\$ 27.34	\$ 662,038	\$ 27.36	\$ 662,522
Cobra/Contemporary, 50000 Lumen, Fixture Only	267	26,827	\$ 31.40	\$ 842,368	\$ 31.42	\$ 842,904
Coach Acorn, 5800 Lumen, Fixture Only	276	15,784	\$ 14.17	\$ 223,659	\$ 14.18	\$ 223,817
Coach Acorn, 9500 Lumen, Fixture Only	274	200,840	\$ 17.19	\$ 3,452,440	\$ 17.20	\$ 3,454,448
Coach Acorn, 16000 Lumen, Fixture Only	277	27,123	\$ 22.15	\$ 600,774	\$ 22.16	\$ 601,046
Contemporary, 120000 Lumen, Fixture Only	279	132	\$ 41.43	\$ 5,469	\$ 41.46	\$ 5,473
Contemporary, 120000 Lumen, Fixture and Pole	278	201	\$ 72.55	\$ 14,583	\$ 72.59	\$ 14,591
Acorn, 9500 Lumen, Bronze Decorative Pole	417	636	\$ 23.68	\$ 15,060	\$ 23.69	\$ 15,067
Acorn, 16000 Lumen, Bronze Decorative Pole	419	1,801	\$ 24.77	\$ 44,611	\$ 24.79	\$ 44,647
Victorian, 5800 Lumen, Fixture Only	280	539	\$ 19.38	\$ 10,446	\$ 19.39	\$ 10,451
Victorian, 9500 Lumen, Fixture Only	281	2,887	\$ 20.35	\$ 58,750	\$ 20.36	\$ 58,779
London, 5800 Lumen, Fixture Only	282	1,241	\$ 19.53	\$ 24,237	\$ 19.54	\$ 24,249
London, 9500 Lumen, Fixture Only	283	961	\$ 20.82	\$ 20,008	\$ 20.83	\$ 20,018

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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	Rate Code	Total Lights	Present Rates	Calculated Revenue at Present Rates	Proposed Rates	Calculated Revenue at Proposed Rates
RESTRICTED LIGHTING SERVICE, Sheet 36.2						
High Pressure Sodium						
London, 5800 Lumen, Fixture and Pole	426	645	\$ 33.22	\$ 21,427	\$ 33.24	\$ 21,440
London, 9500 Lumen, Fixture and Pole	428	2,360	\$ 34.09	\$ 80,452	\$ 34.11	\$ 80,500
Victorian, 5800 Lumen, Fixture and Pole	430	358	\$ 32.26	\$ 11,549	\$ 32.28	\$ 11,556
Victorian, 9500 Lumen, Fixture and Pole	432	119	\$ 34.33	\$ 4,085	\$ 34.35	\$ 4,088
Victorian/London Bases						
Old Town	950	783	\$ 3.47	\$ 2,717	\$ 3.47	\$ 2,717
Chesapeake	951	2,280	\$ 3.73	\$ 8,504	\$ 3.73	\$ 8,504
Victorian/London Bases (LS Sheet No. 35.1)	956	3,063	\$ 3.56	\$ 10,904	\$ 3.56	\$ 10,904
Poles						
Smooth 10' Pole	901	1,878	\$ 10.81	\$ 20,301	\$ 10.82	\$ 20,320
Fluted 10' Pole	902	3,324	\$ 12.90	\$ 42,880	\$ 12.91	\$ 42,913
Mercury Vapor						
Cobra Head, 8000 Lumen, Fixture with Pole	318	687	\$ 17.42	\$ 11,967	\$ 17.43	\$ 11,974
Cobra Head, 13000 Lumen, Fixture with Pole	314	6,428	\$ 19.20	\$ 123,418	\$ 19.21	\$ 123,482
Cobra Head, 25000 Lumen, Fixture with Pole	315	6,191	\$ 22.95	\$ 142,083	\$ 22.96	\$ 142,145
Cobra Head, 25000 Lumen, State of Ky Pole	347	-	\$ 22.94	\$ -	\$ 22.95	\$ -
Coach, 4000 Lumen, Fixture with Pole						
Coach, 8000 Lumen, Fixture with Pole	206	1,145	\$ 12.45	\$ 14,255	\$ 12.46	\$ 14,267
	208	16,800	\$ 14.24	\$ 239,232	\$ 14.25	\$ 239,400
Incandescent						
Continental Jr, 1500 Lumen, Fixture Only	349	679	\$ 9.02	\$ 6,125	\$ 9.03	\$ 6,131
Continental Jr, 6000 Lumen, Fixture Only	348	476	\$ 13.12	\$ 6,245	\$ 13.13	\$ 6,250

Louisville Gas and Electric Company

Settlement Exhibit 2

Case No. 2014-00372

Calculation of Proposed Rate Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

Electric Operations

DATA: ___ BASE PERIOD __X__ FORECAST PERIOD
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	Revenue at Current Rates	Revenue at Proposed Rates
Total Revenue	\$ 18,015,508	\$ 18,026,147
Total Calculated at Base Rates	\$ 18,015,508	\$ 18,026,147
Correction Factor	0.99999606	0.99999606
Total After Application of Correction Factor	\$ 18,015,579	\$ 18,026,218
Adjustment to Reflect Removal of Base ECR Revenues	\$ -	\$ -
Total Base Revenues Net of ECR	\$ 18,015,579	\$ 18,026,218
FAC Mechanism Revenue	\$ (101,414)	(101,414)
DSM Mechanism Revenue	\$ -	-
ECR Mechanism Revenue	\$ 1,080,586	1,080,586
ECR Base Revenues	\$ -	-
Total Base Revenues Inclusive of Base ECR	<u>\$ 18,994,751</u>	<u>\$ 19,005,390</u>
Proposed Increase		\$ 10,639 0.06%

Settlement Agreement Exhibit 3
LG&E Gas Rate Allocation

Louisville Gas and Electric Company

Settlement Exhibit 3

Case No. 2014-00372

Summary of Proposed Gas Revenue Increase

Forecast Period Sales for the Twelve Months Ended June 30, 2016

DATA: ___ BASE PERIOD FORECAST PERIOD

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SCHEDULE M-2.3-G

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Rate Class	Total Current Revenue	Increase	Percentage Change
Residential Gas Service - Rate RGS	\$ 220,393,502	\$ 4,544,605	2.06%
Commercial Gas Service - Rate CGS	\$ 94,537,967	1,948,735	2.06%
Industrial Gas Service - Rate IGS	\$ 9,504,797	195,906	2.06%
As-Available Gas Service - Rate AAGS	\$ 2,376,096	49,002	2.06%
Total Firm Transportation Service (Non-Standby) Rate FT	\$ 6,987,867	144,511	2.07%
Special Contract - Intra-Company Sales	\$ 4,121,433	84,600	2.05%
Special Contract - Intra-Company Transportation	\$ 1,337,174	27,598	2.06%
Special Contract	\$ 237,766	4,965	2.09%
Subtotal Sales to Ultimate Consumers and Inter-Company	\$ 339,496,602	\$ 6,999,922	2.06%
Late Payment Charge	\$ 1,234,768	-	0.00%
Miscellaneous Revenue	\$ 257,994	-	0.00%
Total Sales to Ultimate Consumers and Inter-Company	\$ 340,989,364	\$ 6,999,922	2.05%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
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SCHEDULE M-2.3-G
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Rate Class	Customer Months	MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
					Unit Charges	Calculated Revenue
<u>RATE RGS:</u>						
Residential Gas Service Rate RGS						
Basic Service Charge for the 12-Month Period	3,535,390		\$ 13.50	\$ 47,727,765	\$ 13.50	\$ 47,727,765
Distribution Cost Component (MCF)		19,985,071	\$ 2.64190	\$ 52,798,558	\$ 2.86930	\$ 57,343,163
Subtotal		19,985,071		\$ 100,526,323		\$ 105,070,928
Correction Factor			1.000000		1.000000	
Subtotal Rate RGS after application of Correction Factor				\$ 100,526,323		\$ 105,070,928
Gas Line Tracker (GLT) - Forecasted				\$ 12,833,669		\$ 12,833,669
Gas Supply Clause (GSC) - Forecasted				\$ 105,116,312		\$ 105,116,312
Demand-side Management (DSM) - Forecasted				\$ 1,917,198		\$ 1,917,198
Total Residential Gas Service Rate RGS				<u>\$ 220,393,502</u>		<u>\$ 224,938,107</u>
Proposed Increase in Revenue						4,544,605 2.06%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

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SCHEDULE M-2.3-G
Page 3 of 8

Rate Class	Customers	MCF	Off-Peak MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
						Unit Charges	Calculated Revenue
<u>RATE CGS:</u>							
Firm Commercial Gas Service Rate CGS							
Customers for the 12-Month Period							
Basic Service Charge (meters < 5000 cfh)	273,457			\$ 35.00	\$ 9,570,991	\$ 40.00	\$ 10,938,275
Basic Service Charge (meters 5000 cfh or >)	10,908			\$ 175.00	\$ 1,908,922	\$ 180.00	\$ 1,963,462
Distribution Cost Component							
On Peak Mcf		10,302,924		\$ 2.09990	\$ 21,635,111	\$ 2.15040	\$ 22,155,408
Off Peak Mcf			130,945	\$ 1.59990	\$ 209,499	\$ 1.65040	\$ 216,112
Gas Transportation Service/Firm Balancing Service Rider to Rate CGS							
Administrative Charges	0			\$ 400.00	\$ -	\$ 550.00	\$ -
Pool Manager Charges	0			\$ 75.00	\$ -	\$ 75.00	\$ -
Distribution Cost Component							
On Peak Mcf		0		\$ 2.09990	\$ -	\$ 2.15040	\$ -
Off Peak Mcf			0	\$ 1.59990	\$ -	\$ 1.65040	\$ -
Subtotal		10,302,924	130,945		\$ 33,324,522		\$ 35,273,258
Correction Factor				1.000000		1.000000	
Subtotal Rate CGS after application of Correction Factor					\$ 33,324,522		\$ 35,273,258
Gas Line Tracker (GLT) - Forecasted					\$ 5,604,313		\$ 5,604,313
Gas Supply Clause (GSC) - Forecasted					\$ 54,544,208		\$ 54,544,208
Demand-side Management (DSM) - Forecasted					\$ 1,064,923		\$ 1,064,923
Total Commercial Gas Service Rate CGS		Total 10,433,869			\$ 94,537,967		\$ 96,486,702
Proposed Increase in Revenue							1,948,735 2.06%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

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SCHEDULE M-2.3-G
Page 4 of 8

Rate Class	Customers	MCF	Off-Peak MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
						Unit Charges	Calculated Revenue
<u>RATE IGS:</u>							
Firm Industrial Gas Service Rate IGS							
Customers for the 12-Month Period							
Basic Service Charge (meters < 5000 cfh)	1,637			\$ 35.00	\$ 57,306	\$ 40.00	\$ 65,493
Basic Service Charge (meters 5000 cfh or >)	1,382			\$ 175.00	\$ 241,779	\$ 180.00	\$ 248,687
Distribution Cost Component							
On Peak Mcf		1,049,941		\$ 2.14520	\$ 2,252,333	\$ 2.27790	\$ 2,391,660
Off Peak Mcf			148,412	\$ 1.64520	\$ 244,168	\$ 1.77790	\$ 263,862
Gas Transportation Service/Firm Balancing Service Rider to Rate IGS							
Administrative Charges	24			\$ 400.00	\$ 9,600	\$ 550.00	\$ 13,200
Pool Manager Charges	24			\$ 75.00	\$ 1,800	\$ 75.00	\$ 1,800
Distribution Cost Component							
On Peak Mcf		90,219		\$ 2.14520	\$ 193,537	\$ 2.27790	\$ 205,509
Off Peak Mcf			46,854	\$ 1.64520	\$ 77,084	\$ 1.77790	\$ 83,301
Subtotal		1,140,160	195,266		\$ 3,077,607		\$ 3,273,513
Correction Factor				1.000000		1.000000	
Subtotal Rate IGS after application of Correction Factor					\$ 3,077,607		\$ 3,273,513
Gas Line Tracker (GLT) - Forecasted					\$ 378,798		\$ 378,798
Gas Supply Clause (GSC) - Forecasted					\$ 6,048,393		\$ 6,048,393
Total Industrial Gas Service Rate IGS		Total 1,335,425			\$ 9,504,797		\$ 9,700,703
Proposed Increase in Revenue							195,906 2.06%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

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SCHEDULE M-2.3-G
Page 5 of 8

Rate Class	Customers	MCF	Off-Peak MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
						Unit Charges	Calculated Revenue
<u>RATE AAGS:</u>							
As Available Gas Service Rate AAGS							
Basic Service Charge for the 12-Month Period	69			\$ 275.00	\$ 18,900	\$ 400.00	\$ 27,491
Distribution Cost Component		398,824		\$ 0.60860	\$ 242,724	\$ 0.70090	\$ 279,536
Gas Transportation Service/Firm Balancing Service Rider to Rate AAGS							
Administrative Charges (In Revenue Requirements as a ProForma Adjustment)	24			\$ 400.00	\$ 9,600	\$ 550.00	\$ 13,200
Pool Manager Charges	0			\$ 75.00	\$ -	\$ 75.00	\$ -
Distribution Cost Component (Mcf)		0		\$ 0.60860	\$ -	\$ 0.70090	\$ -
Subtotal		398,824			\$ 271,224		\$ 320,226
Correction Factor				1.000000		1.000000	
Subtotal Rate AAGS after application of Correction Factor					\$ 271,224		\$ 320,226
Gas Line Tracker (GLT) - Forecasted				\$	123,110	\$	123,110
Gas Supply Clause (GSC) - Forecasted				\$	1,975,026	\$	1,975,026
Demand-side Management (DSM) - Forecasted				\$	6,737	\$	6,737
Total As Available Gas Service Rate AAGS					\$ 2,376,096		\$ 2,425,098
Proposed Increase in Revenue							49,002 2.06%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

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SCHEDULE M-2.3-G
Page 6 of 8

Rate Class	Customers	MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
					Unit Charges	Calculated Revenue
<u>RATE FT:</u>						
Firm Transportation Service (Transportation Only) Rate FT						
Administrative Charges	948		\$ 400.00	\$ 379,200	\$ 550.00	\$ 521,400
Distribution Cost Component		11,554,241	\$ 0.43000	\$ 4,968,324	\$ 0.43020	\$ 4,970,635
Subtotal				\$ 5,347,524		\$ 5,492,035
Correction Factor			1.000000		1.000000	
Subtotal Rate FT after application of Correction Factor				\$ 5,347,524		\$ 5,492,035
Demand-side Management (DSM) - Forecasted				\$ 1,578,243		\$ 1,578,243
<u>RATE PS-FT:</u>						
Pooling Service Rate PS - FT						
Administrative Charges	828		\$ 75.00	\$ 62,100	\$ 75.00	\$ 62,100
Total Rate PS-FT				\$ 62,100		\$ 62,100
Total Firm Transportation (Non-Standby) Rate FT		11,554,241		\$ 6,987,867		\$ 7,132,378
Proposed Increase in Revenue						144,511 2.07%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S):

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SCHEDULE M-2.3-G
Page 7 of 8

Rate Class	Customers	MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
					Unit Charges	Calculated Revenue
<u>INTRA-COMPANY SPECIAL CONTRACTS</u>						
Intra-Company Special Contract - Sales Service						
Customers for the 12-Month Period	12		\$ 175.00	\$ 2,100	\$ 180.00	\$ 2,160
Distribution Cost Component		376,106 Mcf	\$ 0.32100	\$ 120,730	\$ 0.33290	\$ 125,206
Demand Charge		198,720 Mcfd	\$ 10.8600	\$ 2,158,099	\$ 11.26290	\$ 2,238,163
Subtotal				\$ 2,280,929		\$ 2,365,529
Gas Supply Clause (GSC) - Forecasted				\$ 1,840,504		\$ 1,840,504
Total Intra-Company Special Contract - Sales Service				\$ 4,121,433		\$ 4,206,033
Proposed Increase						\$ 84,600 2.05%
Intra-Company Special Contract - Rate FT Customer						
Monthly Transport Customer Charge	12		\$ 781.00	\$ 9,372	\$ 800.00	\$ 9,600
Distribution Cost Component		1,398,150 Mcf	\$ 0.04870	\$ 68,090	\$ 0.04970	\$ 69,488
Demand Charge		518,400 Mcfd	\$ 2.43	\$ 1,259,712	\$ 2.48010	\$ 1,285,684
Subtotal				\$ 1,337,174		\$ 1,364,772
Total Intra-Company Special Contract - Rate FT Customer				\$ 1,337,174		\$ 1,364,772
Proposed Increase						\$ 27,598 2.06%

Louisville Gas and Electric Company
Case No. 2014-00372
Calculation of Proposed Gas Rate Increase
Forecast Period Sales for the Twelve Months Ended June 30, 2016

Settlement Exhibit 3

DATA: ___ BASE PERIOD ___X___ FORECAST PERIOD
TYPE OF FILING: ___X___ ORIGINAL ___ ___ UPDATED ___ ___ REVISED
WORK PAPER REFERENCE NO(S):

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SCHEDULE M-2.3-G
Page 8 of 8

Rate Class	Customers	MCF	Present Rates	Calculated Revenue @ Present Rates	Proposed Rates	
					Unit Charges	Calculated Revenue
<u>SPECIAL CONTRACTS - TRANSPORTATION SERVICE</u>						
Special Contract						
Customer Charges	12		\$ 275.00	\$ 3,300	\$ 300.00	\$ 3,600
Administrative Charges	12		\$ 400.00	\$ 4,800	\$ 550.00	\$ 6,600
Distribution Charge		593,147 Mcf	\$ 0.10490	\$ 62,221	\$ 0.10700	\$ 63,467
Demand Charge		26,997 Mcfd	\$ 2.75	\$ 74,240	\$ 2.81	\$ 75,860
				\$ 144,562		\$ 149,527
Demand-side Management (DSM) - Forecasted				\$ 93,204		\$ 93,204
Total Special Contracts				\$ 237,766		\$ 242,731
Proposed Increase					\$	4,965 2.09%

Settlement Agreement Exhibit 4

KU Tariffs

P.S.C. No. 17
Canceling P.S.C. No. 16

Kentucky Utilities Company

One Quality Street
Lexington, Kentucky
www.lge-ku.com

Rates, Terms and Conditions for Furnishing

ELECTRIC SERVICE

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

PUBLIC SERVICE COMMISSION

OF KENTUCKY

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 1

GENERAL INDEX Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
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RS Residential Service	5	07-01-15	Deleted: 01-01-15
RTOD-Energy Residential Time-of-Day Energy Service	6	07-01-15	Deleted: 01-01-15
RTOD-Demand Residential Time-of-Day Demand Service	7	07-01-15	Deleted: 01-01-15
VFD Volunteer Fire Department Service	9	07-01-15	Deleted: 01-01-15
GS General Service	10	07-01-15	Deleted: 01-01-15
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PS Power Service	15	07-01-15	Deleted: 01-01-15
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RTS Retail Transmission Service	25	07-01-15	Deleted: 01-01-15
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LS Lighting Service	35	07-01-15	Deleted: 01-01-15
RLS Restricted Lighting Service	36	07-01-15	Deleted: 01-01-15
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TE Traffic Energy Service	38	07-01-15	Deleted: 01-01-15
CTAC Cable Television Attachment Charges	40	07-01-15	Deleted: 01-01-15
Special Charges	45	07-01-15	Deleted: 01-01-15
Returned Payment Charge			Deleted: 01-01-15
Meter Test Charge			Deleted: 01-01-15
Disconnect/Reconnect Service Charge			Deleted: 01-01-15
Meter Pulse Charge			Deleted: 01-01-15
Meter Data Processing Charge			Deleted: 01-01-15
SECTION 2 – Riders to Standard Rate Schedules			
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SQF Small Capacity Cogeneration Qualifying Facilities	55	06-30-14	Deleted: 10
LQF Large Capacity Cogeneration Qualifying Facilities	56	04-17-99	Deleted: 01-01-15
NMS Net Metering Service	57	07-01-15	Deleted: 01-01-15
EF Excess Facilities	60	07-01-15	Deleted: CSR30 - Curtailable Service Rider 30 - 51 - 01-01-15
RC Redundant Capacity	61	07-01-15	Deleted: 01-01-15
SS Supplemental/Stand-By Service	62	07-01-15	Deleted: 01-01-15
IL Intermittent Load Rider	65	01-01-13	Deleted: 01-01-15
TS Temporary/Seasonal Service Rider	66	07-01-15	Deleted: 01-01-15
KWH Kilowatt-Hours Consumed By Lighting Unit	67	03-01-00	Deleted: 01-01-15
GER Green Energy Riders	70	01-01-13	Deleted: 01-01-15
EDR Economic Development Rider	71	07-01-15	Deleted: 01-01-15

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 1.1

GENERAL INDEX Standard Electric Rate Schedules – Terms and Conditions

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SECTION 4 – Adjustment Clauses		
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ECR	Environmental Cost Recovery Surcharge	87 07-01-15
OSS	Off-System Sales Adjustment Clause	88 07-01-15
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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 5

Standard Rate **RS**
RESIDENTIAL SERVICE

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for single phase secondary 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: \$10.75 per month

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Plus an Energy Charge of: \$ 0.08508 per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

TERMS AND CONDITIONS

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

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 6

Standard Rate

RTOD-Energy
Residential Time-of-Day Energy Service

N

APPLICABLE

In the territory served.

AVAILABILITY OF SERVICE

RTOD-Energy shall be available as an option to customers otherwise served under rate schedule RS.

- 1) Service under this rate schedule is limited to a maximum of five hundred (500) customers taking service on RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS . Company will accept customers on a first-come-first-served basis.
- 2) This service is also available to customers on rate schedule GS (where the GS service is used in conjunction with an RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
 - 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 electing to take service under this rate schedule who subsequently elects to take service under the standard Rate RS may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE

Basic Service Charge: ~~\$10.75~~ per month

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Plus an Energy Charge:

Off Peak Hours: ~~\$0.05378~~ per kWh

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On Peak Hours: ~~\$0.27284~~ per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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: ~~November 26, 2014~~

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 6.1

Standard Rate RTOD-Energy Residential Time-of-Day Energy Service

N

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:

Summer Months of ~~April~~ through ~~October~~

	<u>Off-Peak</u>	<u>On-Peak</u>
Weekdays	5 PM – 1 PM	1 PM - 5 PM
Weekends	All Hours	

Deleted: ~~May~~

Deleted: ~~September~~

All Other Months of ~~November~~ continuously through ~~March~~

	<u>Off Peak</u>	<u>On-Peak</u>
Weekdays	11 AM - 7 AM	7 AM – 11 AM
Weekends	All Hours	

Deleted: ~~October~~

Deleted: ~~April~~

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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. Customers served under this optional residential rate 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

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P.S.C. No. 17, Original Sheet No. 7.1

Standard Rate

RTOD-Demand
Residential Time-of-Day Demand Service

N

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:

Summer Months of April through October

Deleted: May

Off-Peak

On-Peak

Deleted: September

Weekdays

5 PM – 1 PM

1 PM - 5 PM

Weekends

All Hours

All Other Months of November continuously through March

Deleted: October

Off Peak

On-Peak

Deleted: April

Weekdays

11 AM - 7 AM

7 AM – 11 AM

Weekends

All Hours

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

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.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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. Customers served under this optional residential rate 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.

DATE OF ISSUE:

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 9

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:

- 1) having at least 12 members and a chief,
- 2) having at least one firefighting apparatus, and
- 3) half the members must be volunteers

RATE

Basic Service Charge: ~~\$10.75~~ per month
Plus an Energy Charge of: \$ ~~0.08508~~ per kWh

Deleted: 18.00

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

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P.S.C. No. 17, 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 customers whose 12-month-average monthly maximum loads do not exceed 50 kW. Existing customers with 12-month-average maximum monthly loads 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. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

RATE

Basic Service Charge: \$25.00 per month for single-phase service
\$40.00 per month for three-phase service

Plus an Energy Charge of: \$ 0.09874 per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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

If Company determines based on Customer's usage history that Customer may be exceeding the maximum load permitted under Rate GS, Company may, at its discretion, equip Customer with a meter capable of measuring demand to determine Customer's continuing eligibility for Rate GS. If Customer is equipped with a demand-measuring meter, Customer's 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.

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 10.1

Standard Rate

GS
GENERAL SERVICE RATE

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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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Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 12

Standard Rate

AES
ALL ELECTRIC SCHOOL

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rate is available for secondary and primary service to:

- (1) a complex of school buildings on a central campus,
- (2) an individual school building, or
- (3) an addition to an existing school building.

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. Served electrically by Kentucky Utilities Company, such energy requirements include, but are not limited to, lighting, heating, cooling, and water heating. School buildings not receiving every energy requirement electrically shall be separately metered from the above defined service and served under the applicable rate. Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.

At those locations where the school owns its distribution system and makes the service connections to the various buildings and/or load centers, 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, Company's investment in the facilities it provides may be limited to an amount not exceeding twice the estimated annual revenue from Customer's service. Should Company's investment in the facilities required to provide service to Customer exceed twice the revenue anticipated from the service to Customer and at Customer's option, Customer may make a contribution for the difference in the investment required in facilities necessary to provide service and twice the anticipated revenue, so as to receive service under this schedule.

This Rate Schedule is not available to privately operated kindergartens or daycare centers and is restricted to those customers who were qualified for and being served on Rate AES as of July 1, 2011. Because this rate schedule is closed to new customers, if Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule.

RATE

Basic Service Charge: \$25.00 per meter per month for single-phase service
 \$40.00 per meter per month for three-phase service

Plus an Energy Charge of: \$ 0.08094 per kWh

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 12.1

Standard Rate

AES
ALL ELECTRIC SCHOOL

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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

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Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, 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 customers whose 12-month-average monthly minimum secondary loads exceed 50 kW and whose 12-month-average monthly maximum loads do not exceed 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. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

RATE

	Secondary	Primary
Basic Service Charge per month:	\$90.00	\$200.00

Plus an Energy Charge per kWh of:	\$ 0. 03572	\$ 0. 03446
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Plus a Demand Charge per kW of:

Summer Rate:

(Five Billing Periods of May through September)

Winter Rate:

(All other months)

\$17.55	\$ 18.01
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\$15.45	\$ 15.91
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Where the monthly billing demand is the greater of:

- 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
- a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or
- a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Deleted: November 26, 2014

Deleted: January 1, 2015

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 15.1

Standard Rate

PS
POWER 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
Off-System Sales Adjustment Clause	Sheet No. 88
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 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).

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$$

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by 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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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 20

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 customers whose 12-month-average monthly minimum loads exceed 250 kW and whose 12-month-average monthly maximum loads do not exceed 5,000 kW.

RATE

Basic Service Charge per month: \$200.00

Plus an Energy Charge per kWh of: \$ ~~0.03527~~

Deleted: 03526

Plus a Maximum Load Charge per kW of:

Peak Demand Period \$ ~~5.75~~

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Intermediate Demand Period \$ ~~4.15~~

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Base Demand Period \$ ~~4.82~~

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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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State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 20.1

Standard Rate

TODS TIME-OF-DAY SECONDARY 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 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 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)

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$$

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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State Regulation and Rates
Lexington, Kentucky

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2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 20.2

Standard Rate

TODS
TIME-OF-DAY SECONDARY SERVICE

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.

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State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 22

Standard Rate TODP
TIME-OF-DAY PRIMARY SERVICE

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is available for primary service to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

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RATE

Basic Service Charge per month: \$300.00

Plus an Energy Charge per kWh of: \$ ~~0.03432~~

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Plus a Maximum Load Charge per kVA of:

Peak Demand Period \$ ~~5.59~~

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Intermediate Demand Period \$ ~~4.09~~

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Base Demand Period \$ ~~3.04~~

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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.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 22.1

Standard Rate

TODP
TIME-OF-DAY PRIMARY 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
Off-System Sales Adjustment Clause	Sheet No. 88
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 are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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State Regulation and Rates
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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 22.2

Standard Rate

TODP
TIME-OF-DAY PRIMARY SERVICE

LATE PAYMENT CHARGE

If full payment is not received by 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

P.S.C. No. 17, 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 to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator

RATE

Basic Service Charge per month: \$1,000.00

Plus an Energy Charge per kWh of: \$ 0.03357

Plus a Maximum Load Charge per kVA of:

Peak Demand Period \$ 4.47

Intermediate Demand Period \$ 4.37

Base Demand Period \$ 2.84

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
Off-System Sales Adjustment Clause	Sheet No. 88
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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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 25.1

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 are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by 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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Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 30

Standard Rate **FLS**
Fluctuating Load Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

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.

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.

BASE RATE

	<u>Primary</u>	<u>Transmission</u>
Basic Service Charge per month:	\$1,000.00	\$1,000.00
Plus an Energy Charge per kWh of:	\$ 0.03643	\$ 0.03344
Plus a Maximum Load Charge per kVA of:		
Peak Demand Period	\$ 2.86	\$ 2.86
Intermediate Demand Period	\$ 1.97	\$ 1.97
Base Demand Period	\$ 2.02	\$ 1.27

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 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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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 30.1

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
Off-System Sales Adjustment Clause	Sheet No. 88
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 are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 30.2

Standard Rate

FLS
Fluctuating Load Service

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 5:006, Section 15(1)(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 CURTAILABLE SERVICE RIDER, CSR. Company's right to interrupt under this provision is

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DATE OF ISSUE:

DATE EFFECTIVE: January 4, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 30.3

Standard Rate

FLS
Fluctuating Load Service

restricted to responses to unplanned outage or de-rates of LG&E and KU Energy LLC System (LKE System) owned or purchased generation or when Automatic Reserve Sharing is invoked. LKE 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.

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.

DATE OF ISSUE:

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
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2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 35

Standard Rate **LS**
Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rate schedule is offered, under the conditions set out hereinafter, for lighting applications such as, but not limited to, the illumination of street, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

Service will be provided under written contract, signed by customer prior to service commencing, when additional facilities are required.

Units marked with an asterisk (*) are not available for use in residential neighborhoods except by municipal authorities.

OVERHEAD SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain the lighting unit. A basic overhead service includes lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only). Company will, upon request, furnish ornamental poles of Company's choosing, together with overhead wiring and all other equipment mentioned for basic overhead service.

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge	
				Fixture Only	Ornamental
High Pressure Sodium					
462/472	Cobra Head	5,800	0.083	\$ 9.38	\$ 12.56
463/473	Cobra Head	9,500	0.117	9.90	13.32
464/474	Cobra Head	22,000*	0.242	15.43	18.85
465/475	Cobra Head	50,000*	0.471	24.73	26.49
487	Directional	9,500	0.117	\$ 9.75	
488	Directional	22,000*	0.242	14.77	
489	Directional	50,000*	0.471	21.07	
428	Open Bottom	9,500	0.117	\$ 8.49	
Metal Halide					
450	Directional	12,000*	0.150	\$ 15.43	
451	Directional	32,000*	0.350	21.87	
452	Directional	107,800*	1.080	45.86	

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DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 35.1

Standard Rate **LS**
Lighting Service

OVERHEAD SERVICE (continued)

Should Customer request underground service, Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the overhead lighting system.

Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and Customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider.

UNDERGROUND SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain poles, fixtures, and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for underground installation.

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge		
				Fixture Only	Decorative Smooth	Historic Fluted
High Pressure Sodium						
467	Colonial	5,800	0.083		\$11.66	
468	Colonial	9,500	0.117		12.08	
401/411	Acorn	5,800	0.083		\$16.09	\$23.15
420/430	Acorn	9,500	0.117		16.63	23.82
414	Victorian	5,800	0.083			\$33.39
415	Victorian	9,500	0.117			33.81
492/476	Contemporary	5,800	0.083	\$16.64	\$18.18	
497/477	Contemporary	9,500	0.117	16.62	22.71	
498/478	Contemporary	22,000*	0.242	19.19	29.08	
499/479	Contemporary	50,000*	0.471	23.27	35.86	
300	Dark Sky	4,000	0.060		\$24.35	
301	Dark Sky	9,500	0.117		25.45	

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- Deleted: January 1, 2015

DATE OF ISSUE:

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 35.3

Standard Rate

LS
Lighting Service

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TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
5. If any permit is required from any municipal or other governmental authority with respect to installation and use of any of the lighting units provided hereunder, Company will seek such permits, but the ultimate responsibility belongs with Customer
6. If Customer requests the removal of an existing lighting system, including, but not limited to, fixtures, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement lighting within 5 years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
7. Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 36

Standard Rate **RLS**
Restricted Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rate schedule is restricted to those lighting fixtures/poles in service as of January 1, 2013, except where a spot replacement maintains the continuity of multiple fixtures/poles comprising a neighborhood lighting system or continuity is desired for a subdivision being developed in phases. Spot placement of restricted fixtures/poles is contingent on the restricted fixtures/poles being available from manufacturers. Spot replacement of restricted units will be made under the terms and conditions provided for under non-restricted Lighting Service Rate LS.

In the event restricted fixtures/poles fail and replacements are unavailable, Customer will be given the choice of having Company remove the failed fixture/pole or replacing the failed fixture/pole with other available fixture/pole.

OVERHEAD SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only). Company has, upon request, furnished poles, of Company's choosing, together with overhead wiring and all other equipment mentioned for overhead service.

RATE	Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge	
					Fixture Only	Fixture and Pole
High Pressure Sodium						
	461/471	Cobra Head	4,000	0.060	\$ 8.16	\$11.36
	409	Cobra Head	50,000	0.471	12.68	
	426	Open Bottom	5,800	0.083	8.06	
Metal Halide						
	454	Directional	12,000	0.150		\$20.19
	455	Directional	32,000	0.350		26.63
	459	Directional	107,800	1.080		50.61
Mercury Vapor						
	446/456	Cobra Head	7,000	0.207	\$10.35	\$12.85
	447/457	Cobra Head	10,000	0.294	12.26	14.47
	448/458	Cobra Head	20,000	0.453	13.87	16.33
	404	Open Bottom	7,000	0.207	11.45	

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 36.1

Standard Rate RLS
Restricted Lighting Service

OVERHEAD SERVICE (continued)

Incandescent

421	Tear Drop	1,000	0.102	\$ 3.67	
422	Tear Drop	2,500	0.201	4.92	
424/434	Tear Drop	4,000	0.327	7.34	\$ 8.38
425	Tear Drop	6,000	0.447	9.81	

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Where the location of existing poles was not suitable, or where there were no existing poles for mounting of lights, and Customer requested service under these conditions, Company may have furnished the requested facilities at an additional charge determined under the Excess Facilities Rider.

UNDERGROUND SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 200 feet of conductor per fixture on appropriate poles.

RATE	Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge		
					Wood Pole	Decorative Smooth	Historic Fluted
Metal Halide							
	460	Directional	12,000	0.150		\$29.40	
	469	Directional	32,000	0.350		35.84	
	470	Directional	107,800	1.080		59.82	
High Pressure Sodium							
	440/410	Acorn	4,000	0.060		\$14.74	\$21.94
	466	Colonial	4,000	0.060		\$10.42	
	412	Coach	5,800	0.083		\$33.39	
	413	Coach	9,500	0.117		33.81	

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 36.2

Standard Rate **RLS**
Restricted Lighting Service

UNDERGROUND SERVICE (continued)

RATE	Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge	
					Decorative Smooth	Historic Fluted
	360	Granville	16,000	0.181	\$59.91	

Granville units are restricted to installations for the City of London.

DUE DATE OF BILL

Payment is due within sixteen (16) business days (no less than twenty-two (22) calendar 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.

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
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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 Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults, and the Company shall initiate service corrections within two (2) business days after such notification by Customer.

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Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 36.3

Standard Rate

RLS
Restricted Lighting Service

TERMS AND CONDITIONS (Continued)

3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
5. Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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DATE OF ISSUE:

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DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, 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

\$0.06912 per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar 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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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, 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 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.

This service is limited to traffic control devices including, signals, cameras, or other traffic lights and electronic communication devices.

RATE

Basic Service Charge: \$4.00 per delivery per month

Plus an Energy Charge of: \$0.08324 per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar 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.

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 38.1

Standard Rate

TE
Traffic Energy Service

CONDITIONS OF SERVICE (continued)

2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer. Where attachment of Customer's devices is made to Company facilities, Customer must have an attachment agreement with Company.
3. Loads not operated on an all-day every-day basis will be served under the appropriate rate.

TERMS AND CONDITIONS

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

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, 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

~~\$7.25~~ per year for each attachment to pole.

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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:

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2012-00221 dated June 14, 2013

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 40.1

Standard Rate

CTAC
Cable Television Attachment Charges

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.

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.

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.

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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2009-00548 dated July 30, 2010

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 40.2

Standard Rate

CTAC
Cable Television Attachment Charges

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 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 present 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

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 40.3

Standard Rate

CTAC
Cable Television Attachment Charges

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 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 itself 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.

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P.S.C. No. 17, Original Sheet No. 40.4

Standard Rate

CTAC
Cable Television Attachment Charges

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.
- (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).
- (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.

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.

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 to guarantee, within the policy limits, the performance by the named insured of the indemnity

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 40.5

Standard Rate

CTAC
Cable Television Attachment Charges

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."

11. ATTACHMENT REMOVAL AND NOTICES

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.

12. FORBIDDEN USE OF POLES

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.

13. NON-COMPLIANCE

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.

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.

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P.S.C. No. 17, Original Sheet No. 40.6

Standard Rate

CTAC
Cable Television Attachment Charges

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:

- (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

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P.S.C. No. 17, Original Sheet No. 40.7

Standard Rate

CTAC
Cable Television Attachment Charges

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 20.

21. 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 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 16 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.

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 45

Standard Rate

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 19, and the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1), the customer will be charged \$75.00 to cover the test and transportation costs.

DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$28.00 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 16, 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 \$28.00 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 \$15.00 per month per installed set of pulse-generating equipment 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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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 50

Standard Rate Rider

CSR Curtaillable 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 kVA individually. The aggregate service under CSR for Kentucky Utilities Company is limited to 100 MVA in addition to the contracted curtaillable load under P.S.C. No. 14, CSR1 and CSR3 for Kentucky Utilities Company as of August 1, 2010.

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CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) 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. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

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Company may request at its sole discretion up to 100 hours of physical curtailment per year. Company will request physical curtailment only when (1) all available units have been dispatched or are being dispatched and (2) all off-system sales have been or are being curtailed. Company may also request at its sole discretion up to 275 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 curtaillable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtaillable requirements.

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Curtaillable 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 in kVA. 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 actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh - (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 50.1

Standard Rate Rider

CSR Curtable Service Rider

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Option B -- Customer may contract for a given amount of curtable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtable load designated in the contract multiplied by the time period (hours) of a requested curtailment (Actual kWh – [(Max kVA preceding – Designated Curtable kVA) x hours of requested curtailment]).

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Non-compliance for each requested physical curtailment shall be the measured positive value in kVA 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:

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Transmission Voltage Service \$ 6.40 per kVA of Curtable Billing Demand

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Primary Voltage Service \$ 6.50 per kVA of Curtable Billing Demand

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Non-Compliance Charge of: \$16.00 per kVA

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. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

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P.S.C. No. 17, Original Sheet No. 50.2

Standard Rate Rider

CSR
Curtable Service Rider

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CURTAILABLE BILLING DEMAND

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

$$\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$$

Where: NGP represents the mid-point price for natural gas (\$/MMBtu) posted for the day in *Platts 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.

CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

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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 reasonably necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by the Company, the Customer shall provide to the Company a good-faith, non-binding short-term operational schedule for their facility

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. 17, 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 sixteen (16) business days (no less than twenty-two (22) calendar 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:

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Kentucky Utilities Company

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Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

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 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,

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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.

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. A billing period credit is a kWh-denominated electricity credit only, not a monetary credit.

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 billing-period credit for the net delivery on Customer's bill for the succeeding billing periods. If Customer takes service under a time-of-use or time-of-day rate schedule, Company will apply billing-period credits Customer creates in a particular time-of-day or time-of-use block only to offset net energy consumption in the same time-of-day or time-of-use block in future billing periods; such credits will not be used to offset net energy consumption in other time-of-day or time-of-use blocks in any billing period. Any such unused excess billing-period credits will be carried forward and drawn on by Customer as needed. Unused excess billing-period credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 57.1

Standard Rate Rider

NMS
Net Metering Service

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 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.

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State Regulation and Rates
Lexington, Kentucky

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P.S.C. No. 17, Original Sheet No. 57.2

Standard Rate Rider

NMS
Net Metering Service

NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)

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.lqe-ku.com and upon request.

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.

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State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 57.3

Standard Rate Rider

NMS
Net Metering Service

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 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.

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 57.4

Standard Rate Rider

NMS
Net Metering Service

CONDITIONS OF INTERCONNECTION (continued)

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

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State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 57.5

Standard Rate Rider

NMS
Net Metering Service

CONDITIONS OF INTERCONNECTION (continued)

of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating 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.

TERMS AND CONDITIONS

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



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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 57.6

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@lge-ku.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: _____

DATE OF ISSUE: _____

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00548 dated July 30, 2010 and
2010-00204 dated September 30, 2010

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 57.7

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@lge-ku.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: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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2009-00548 dated July 30, 2010 and
2010-00204 dated September 30, 2010**

Kentucky Utilities Company

P.S.C. No. 17, 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 and where such facilities are dedicated to a specific customer. 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. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

- (a) making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction	1.24%
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- (b) making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With Contribution-in-Aid-of-Construction	0.48%
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State Regulation and Rates
Lexington, Kentucky

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2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 60.1

Standard Rate Rider

EF
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.

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P.S.C. No. 17, 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. Where Customer desires to split a load between multiple meters on multiple feeds and contract for Redundant Capacity on those feeds, service is contingent on the practicality of metering to measure any transferred load to the redundant feed.

RATE:

Capacity Reservation Charge

Secondary Distribution	\$1.12 per kW/kVA per month
Primary Distribution	\$1.11 per kW/kVA per month

Applicable to the greater of:

- (1) the highest average load in kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) 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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Lexington, Kentucky

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P.S.C. No. 17, 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.

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide supplemental or standby service for that load, the customer-generator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service. This requirement does not apply to Net Metering Service (Rider NMS).

RATE

	Secondary	Primary	Transmission
Contract Demand per kW/kVA per Month	\$12.84	\$11.63	\$10.58

I/R/R

CONTRACT DEMAND

Contract Demand is defined as the number of kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) 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

Company will bill Customer monthly for all of the charges under Customer's applicable rate schedule, including, but not limited to, the applicable basic service charge, energy charges, and adjustment clauses. In addition to those charges, Company will bill Customer monthly a demand charge that is the greater of: (1) the Customer's total demand charge calculated under the applicable rate schedule; or (2) the demand charge calculated using the applicable demand rate shown above applied to the Contract Demand. If Customer's applicable rate schedule does not contain a demand charge, the Customer's monthly demand charge will be the demand charge calculated using the applicable demand rate shown above applied to the Contract Demand.

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State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 62.1

Standard Rate Rider

SS
Supplemental or Standby Service

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar 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.
- 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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/s/ Edwin R. Staton, Vice President
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Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, 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 5:006, Section 15(1)(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.

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State Regulation and Rates
Lexington, Kentucky

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2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 65.1

Standard Rate Rider

IL
Rider for Intermittent Loads

RATE (continued)

- (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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Kentucky Utilities Company

P.S.C. No. 17, 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 Company where:

1. Customer's business does not require permanent installation of Company's facilities excluding service provided for construction of permanent delivery points for residences and commercial buildings, and is of such nature to require only seasonal service or temporary service; or
2. the service is over 50 kW, provided for construction purposes, 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
3. where Customer has need for temporary intermittent use of Company facilities and Company has facilities it is willing to provide Customer for installation and operational testing of Customer's equipment.

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. Where this service is provided under 2 or 3 above, the Company will determine the term of service, which shall not exceed one (1) year.

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.
2. Customer shall pay regular rate of the applicable electric rate schedule.
3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-salvageable materials outlined in (1) above plus a monthly charge for the salvageable equipment at the Percentage With No Contribution -in-Aid-of-Construction specified on the Excess Facilities Rider, Rate Sheet No. 60.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 67

Standard Rate Rider

Kilowatt-Hours Consumed By 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.

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P.S.C. No. 17, Original Sheet No. 70

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

Voluntary monthly contributions of any amount in \$5.00 increments

TERMS AND CONDITIONS

- a) Customers may contribute monthly as much as they like in \$5.00 increments (e.g., \$5.00, \$10.00, \$15.00, or more per month). An 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 pay the amount the customer pledged to contribute 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 monthly for the amount Customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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P.S.C. No. 17, Original Sheet No. 70.1

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, TODS, TODP, RTS, or FLS 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

Voluntary monthly contributions of any amount in \$13.00 increments

TERMS AND CONDITIONS

- a) Customers may contribute monthly as much as they like in \$13.00 increments, (e.g., \$13.00, \$26.00, \$39.00, or more per month). An eligible customer may participate in company's "Green Energy Program" by making a request to the Company and may withdraw at any time through a request to the Company. 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 pay the amount the customer pledged to contribute 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 monthly for the amount customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 71

Standard Rate Rider

EDR
Economic Development Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available as a rider to customers to be served or being served under Company's Standard Rate Schedules TODS, TODP, and RTS to encourage Brownfield Development or Economic Development (as defined herein). Service under EDR is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky.

RATE

A customer taking service under EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following:

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

"Total Demand Charge" is the sum of all demand charges, including any credits provided under any other demand applicable rider, before the EDR discounts described above are applied.

TERMS AND CONDITIONS

Brownfield Development

- a) Service under EDR for Brownfield Development is available to customers locating at sites that have been submitted to, approved by, and added to the Brownfield Inventory maintained by the Kentucky Energy and Environment Cabinet (or by any successor entity created and authorized by the Commonwealth of Kentucky).
- b) EDR for Brownfield Development is available only to minimum monthly billing loads of 500 kVA or greater where the customer takes service from existing Company facilities.

Economic Development

- c) Service under EDR for Economic Development is available to:
 - 1) new customers contracting for a minimum monthly billing load of 1,000 kVA; and

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 71.1

Standard Rate Rider

EDR
Economic Development Rider

TERMS AND CONDITIONS

Economic Development (continued)

- 2) existing customers contracting for a minimum monthly billing load of 1,000 kVA above their Existing Base Load, to be determined as follows:
 - i. Company and the existing customer will determine Customer's Existing Base Load by averaging Customer's previous three years' monthly billing loads, subject to any mutually agreed upon adjustments thereto.
 - ii. Company and the existing customer must agree upon the Existing Base Load, which shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under EDR. Once the Existing Base Load's value is thus established, it will not be subject to variation or eligible for service under EDR.
 - iii. This provision is not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's Existing Base Load. Such EDR service would continue under the terms of the contract already existing between the Company and the customer concerning the affected portion of the customer's Existing Base Load.
 - d) A customer desiring service under EDR for Economic Development must submit an application for service that includes:
 - 1) a description of the new load to be served;
 - 2) the number of new employees, if any, Customer anticipates employing associated with the new load;
 - 3) the capital investment Customer anticipates making associated with the EDR load;
 - 4) a certification that Customer has been qualified by the Commonwealth of Kentucky for benefits under the Kentucky Business Investment Program (KBI), or the Kentucky Industrial Revitalization Act (KIRA), or the Kentucky Jobs Retention Act (KJRA), or other comparable programs approved by the Commonwealth of Kentucky.
 - e) Should Company determine a refundable contribution for the capital investment in Customer-specific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, I. Special Cases, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year period.
- General
- f) Company may offer EDR to qualifying new load only when Company has generating capacity available and the new load will not accelerate Company's plans for additional generating capacity over the life of the EDR contract.
 - g) Customer may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which Company initiates service to Customer.

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 71.2

Standard Rate Rider

EDR
Economic Development Rider

General (continued)

- h) Neither the demand charge reduction nor any unjustified capital investment in facilities will be borne by Company's other customers during the term of the EDR contract.
- i) Company may offer differing terms, as 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.
- j) In any billing month where Customer's metered load is less than the load required to be eligible for either Brownfield Development or Economic Development, no credit under EDR will be calculated or applied to Customer's billing.

TERM OF CONTRACT

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission for a fixed term of not less than ten (10) 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.



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Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, 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:

$$\text{Adjustment Factor} = \frac{F(m) - F(b)}{S(m) - S(b)}$$

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.

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 85.1

Adjustment Clause

FAC
Fuel Adjustment Clause

- (3) Forced outages are all non-scheduled 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.
- (4) Sales (S) shall be all kWh 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 May 2011, and the base fuel factor is \$0.02892 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 Orders in Case No. 2012-00552 dated May 17, 2013, and May 29, 2013, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2013, which begins June 26, 2013.

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June 26, 2013

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dated May 17, 2013 and May 29, 2013

Kentucky Utilities Company

P.S.C. No. 17, 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 Service Rate RS, Residential Time-of-Day Energy Rate RTOD-Energy, Residential Time-of-Day Demand Rate RTOD-Demand, Volunteer Fire Department Service Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Service Rate PS, Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS. 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 that 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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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:

$$\text{DSMRC} = \text{DCR} + \text{DRLS} + \text{DSMI} + \text{DBA} + \text{DCCR}$$

Where:

DCR = DSM COST RECOVERY

The DCR shall include all expected costs that have been approved by the Commission for each twelve-month period for demand-side management programs that 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 each 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 will be recovered as follows:

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.2

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

programs that 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 the Energy Education Program, the DSM incentive amount shall be computed by multiplying the annual cost of the approved program times five (5) percent.

The DSM incentive amount related to programs for Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Service Rate PS, Time-of-day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS 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.

DBA = DSM BALANCE ADJUSTMENT

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, DCCR, and previous application of the DBA and the revenues that should have been billed, as follows:

- 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.

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State Regulation and Rates
Lexington, Kentucky



Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.3

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

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 for which over- or under-recoveries of DSM amounts were realized.

DCCR = DSM CAPITAL COST RECOVERY

The DCCR component is the means by which the Company recovers its capital investments made for DSM programs, as well as an approved rate of return on such capital investments. The Company calculates the DCCR component as follows:

$$DCCR = [(RB) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE$$

- a) RB is the total rate base for DCCR projects.
- b) ROR is the overall rate of return on DSM Rate Base (RB).
- c) DR is the composite debt rate (i.e., the cost of short- and long-term debt) embedded in ROR.
- d) TR is the composite federal and state income tax rate that applies to the equity return component of ROR.
- e) OE is the sum of the capital-related operating expenses (i.e., depreciation and amortization expense, property taxes, and insurance expense) of the DSM projects to which DCCR applies.

The Company then allocates the DCCR component to the rate class(es) benefitting from the Company's various DSM-related capital investment(s).

CHANGES TO DSMRC

Modifications to 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:

- 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 that have been performed, as available.
- 2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA, DCCR, and DSMRC.

Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.



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Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.4

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

PROGRAMMATIC CUSTOMER CHARGES

Residential Customer Program Participation Incentives:

The following Demand Side Management programs are available to residential customers receiving service from the Company on the RS, RTOD-Energy, RTOD-Demand, and VFD Standard Electric Rate Schedules.

Residential Load Management / Demand Conservation

The Residential Load Management / Demand Conservation Program employs switches in homes to help reduce the demand for electricity during peak times. The program communicates with the switches to cycle central air conditioning units, heat pumps, electric water heaters, and pool pumps off and on through a predetermined sequence. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

Residential Conservation / Home Energy Performance Program

The on-site audit offers a comprehensive audit from a certified auditor and incentives for residential customers to support the implementation of energy saving measures for a fee of \$25. Customers are eligible for incentives of \$150 or \$1,000 based on customer purchased and installed energy efficiency measures and validated through a follow-up test.

Residential Low Income Weatherization Program (WeCare)

The Residential Low Income Weatherization Program (WeCare) is an education and weatherization program designed to reduce energy consumption of LG&E's low-income customers. The program provides energy audits, energy education, and blower door tests, and installs weatherization and energy conservation measures. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve month energy usage and results of an energy audit.

Smart Energy Profile

The Smart Energy Profile Management Program provides a portion of KU's highest consuming residential customers with a customized report of tips, tools and energy efficiency programming recommendations based on individual household energy consumption. These reports are benchmarked against similar local properties. The report will help the customer understand and make better informed choices as it relates to energy usage and the associated costs. Information presented in the report will include a comparison of the customer's energy usage to that of similar houses (collectively) and a comparison to the customer's own energy usage in the prior year.

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Lexington, Kentucky

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P.S.C. No. 17, Original Sheet No. 86.5

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Residential Incentives Program

The Residential Incentives Program encourages customers to purchase and install various ENERGY STAR® appliances, HVAC equipment, or window films that meet certain requirements, qualifying them for an incentive as noted in the table below.

Category	Item	Incentive
Appliances	Heat Pump Water Heaters (HPWH)	\$300 per qualifying item purchased
	Washing Machine	\$75 per qualifying item purchased
	Refrigerator	\$100 per qualifying item purchased
	Freezer	\$50 per qualifying item purchased
	Dishwasher	\$50 per qualifying item purchased
Window Film	Window Film	Up to 50% of materials cost only; max of \$200 per customer account; product must meet applicable criteria.
HVAC	Central Air Conditioner	\$100 per Energy Star item purchased plus an additional \$100 per SEER improvement above minimum
	Electric Air-Source Heat Pump	\$100 per Energy Star item purchased plus additional \$100 per SEER improvement above minimum

Residential Refrigerator Removal Program

The Residential Refrigerator Removal Program is designed to provide removal and recycling of working, inefficient secondary refrigerators and freezers from KU customer households. Customers participating in this program will be provided a one-time incentive. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

Customer Education and Public Information

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

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Deleted: programs help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through two processes: a mass-media campaign and an elementary- and middle-school program. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts.

DATE OF ISSUE:

DATE EFFECTIVE: With Service Rendered On and After January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Lexington, Kentucky

Deleted: Residential High Efficiency Lighting Program¶

The Residential High Efficiency Lighting program promotes an increased use of ENERGY STAR® rated CFLs within the residential sector. The Residential High Efficiency Lighting Program distributes compact fluorescent bulbs through direct-mail. ¶

¶ Residential New Construction Program¶

The Residential New Construction program is designed to reduce residential energy usage and facilitate market transformation by creating a shift in builders' new home construction to include energy-efficient construction practices. Builders who are part of the program can take advantage of technical training classes, gain additional exposure to potential customers and receive incentives to help offset costs when including more energy-efficient features during home construction. KU will reimburse the cost of plan reviews and inspection costs related to an Energy Star or HERS home certification.

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00003 dated November 14, 2014

Deleted: November 26, 2014

Deleted: May 31, 2012

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.6

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Residential Advanced Metering Systems Incentives:

The following Demand Side Management offering is available to residential customers receiving service from the Company on the RS Rate Schedule.

Advanced Metering Systems

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

Deleted: Residential HVAC Diagnostics and Tune Up Program¶

The Residential HVAC Diagnostic and Tune-up program targets customers with HVAC system performance issues. There are no incentives paid directly to customers. Customers are charged a discounted, fixed-fee for the diagnosis and if needed, a similar fee for implementation of corrective actions. Thus, the program pays the portion of diagnostic and tune-up cost in excess of the customer charge below. The customer cost is as follows:¶
Customer cost is \$35 per unit for diagnostics test¶
Customer cost is \$50 per unit for tune-up¶

Commercial Customer Program Participation Incentives:

The following Demand Side Management programs are available to commercial customers receiving service from the Company on the GS, AES, PS, TODS, TODP, and RTS Standard Electric Rate Schedules.

Commercial Load Management / Demand Conservation

The Commercial Load Management / Demand Conservation Program employ switches or interfaces to customer equipment, in small and large commercial businesses to help reduce the demand for electricity during peak times. The Program communicates with the switches or interface to cycle equipment. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

Deleted: ¶ Dealer Referral Network¶

The Dealer Referral Network assists customers in identifying qualified service providers to install energy efficiency improvements recommended and/ or subsidized by the various energy efficiency programs.¶
¶

Commercial Conservation / Commercial Incentives

The Commercial Conservation / Commercial Incentive Program is designed to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment and for new construction built beyond code requirements. The Program also offers an online tool providing recommendations for energy-efficiency improvements. Incentives available to all commercial customers are based upon a \$100 per kW removed for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvement projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable kW removed. New construction rebates are available on savings over code plus bonus rebates for LEED certification.

- Maximum annual incentive per facility is \$50,000
- Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year
- Applicable for combined Prescriptive, Custom and New Construction Rebates.

Deleted: (Energy Audits)

Deleted: The Commercial Conservation / Commercial Incentive Program is designed to provide energy efficiency opportunities for the Companies' commercial class customers through energy audits and to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment. Incentives available to all commercial customers are based upon a \$100 per kW removed for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvements projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable kW removed.¶
¶
Maximum annual incentive per facility is \$50,000¶
Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year¶
Applicable for combined Prescriptive and Custom Rebates¶

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DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.7

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Customer Education and Public Information

This program help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through **three processes: a mass-media campaign, an elementary- and middle-school program, and training for home construction professionals.** The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. **The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.**

School Energy Management Program

The School Energy Management program will facilitate the hiring and retention of qualified, trained energy specialists by public school districts to support facilitation of energy efficiency measures for public and independent schools under KRS 160.325.

Commercial Advanced Metering Systems Incentives:

The following Demand Side Management offering is available to residential customers receiving service from the Company on the GS Rate Schedule.

Advanced Metering Systems

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

Deleted: Commercial HVAC Diagnostics and Tune Up Program¶

The Commercial HVAC Diagnostic and Tune-up program targets customers with HVAC system performance issues. There are no incentives paid directly to customers. Customers are charged a discounted, fixed-fee for the diagnosis and if needed, a similar fee for implementation of corrective actions. Thus, the program pays the portion of diagnostic and tune-up cost in excess of the customer charge below. The customer cost is as follows:¶
Customer cost is \$50 per unit for diagnostics test¶
Customer cost is \$100 per unit for tune-up¶

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The Dealer Referral Network assists customers in identifying qualified service providers to install energy efficiency improvements recommended and/ or subsidized by the various energy efficiency programs.¶
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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.8

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Current Program Incentive Structures

Residential Load Management / Demand Conservation

Switch Option:

- \$5/month bill credit for June, July, August, ~~and~~ September per air conditioning unit or heat pump on single family home.
- \$2/month bill credit for June, July, August, ~~and~~ September per electric water heater (40 gallon minimum) or swimming pool pump on single family home.
- If new customer registers by May 31, ~~2015~~, then a \$25 gift card per air-conditioning unit ~~or~~ heat pump, water-heater (40 gallon minimum) and/or swimming pool pump switch installed.
 - Customers in a ~~tenant~~-landlord relationship will receive the entire \$25 new customer incentive.

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Multi-family Option:

- Tenant - \$2/month bill credit per customer for June, July, August, ~~and~~ September per air conditioning unit, heat pump, or electric water heater (40 gallon minimum).
- Entire Complex Enrollment – Property owner receives \$2/month incentive per air conditioning or heat pump switch to the premise owner for June, July, August, ~~and~~ September.
- If new customer registers by May 31, ~~2015~~, then a \$25 gift card per air-conditioning unit or heat pump installed, where:
 - Customers in a tenant/property owner relationship where the entire complex participates, the property owner will receive a \$25 bonus incentive per air conditioning unit, heat pump, or water heater (40 gallon minimum).
 - Customers in a ~~tenant~~-landlord relationship where only a portion of the complex participates, the tenant will receive a \$25 gift card new customer incentive.

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Residential Refrigerator Removal Program

The program provides \$50 per working refrigerator or freezer.

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Lexington, Kentucky

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P.S.C. No. 17, Original Sheet No. 86.9

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Commercial Load Management / Demand Conservation

Switch Option

- \$5 per month bill credit for June, July, August, ~~and~~ September for air conditioning units up to 5 tons. An additional \$1 per month bill credit for each additional ton of air conditioning above 5 tons based upon unit rated capacity.

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Customer Equipment Interface Option

The Company will offer a Load Management / Demand Response program tailored to a commercial customer's ability to reduce load. Program participants must commit to a minimum of 50 ~~kW~~ demand reduction per control event.

- \$25 per ~~kW~~ for verified load reduction during June, July, August, ~~and~~ September.
- The customer will have access to at least hourly load data for every month of the year which they remain enrolled in the program.
- Additional customer charges may be incurred for metering equipment necessary for this program at costs under other tariffs.

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State Regulation and Rates
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Public Service Commission in Case No.
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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 86.10

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Monthly Adjustment Factors

Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, and Volunteer Fire Department Service Rate VFD

DSM Cost Recovery Component (DCR) \$ 0.00~~167~~, per kWh
 DSM Revenues from Lost Sales (DRLS) \$ 0.000~~00~~, per kWh
 DSM Incentive (DSMI) \$ 0.0000~~8~~ per kWh
 DSM Capital Cost Recovery Component (DCCR) \$ 0.000~~90~~, per kWh
 DSM Balance Adjustment (DBA) \$ ~~(0.00006)~~ per kWh
 Total DSMRC for Rates RS, RTOD-Energy, RTOD-Demand, and VFD \$ 0.00~~259~~, per kWh

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Energy Charge

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General Service Rate GS*

DSM Cost Recovery Component (DCR) \$ 0.000~~68~~, per kWh
 DSM Revenues from Lost Sales (DRLS) \$ 0.000~~00~~, per kWh
 DSM Incentive (DSMI) \$ 0.0000~~3~~, per kWh
 DSM Capital Cost Recovery Component (DCCR) \$ 0.0000~~8~~, per kWh
 DSM Balance Adjustment (DBA) \$ ~~(0.00017)~~ per kWh
 Total DSMRC for Rate GS \$ 0.000~~62~~, per kWh

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Energy Charge

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All Electric School Rate AES

DSM Cost Recovery Component (DCR) \$ 0.000~~24~~ per kWh
 DSM Revenues from Lost Sales (DRLS) \$ 0.000~~00~~ per kWh
 DSM Incentive (DSMI) \$ 0.0000~~1~~ per kWh
 DSM Capital Cost Recovery Component (DCCR) \$ 0.000~~31~~ per kWh
 DSM Balance Adjustment (DBA) \$ ~~(0.00006)~~ per kWh
 Total DSMRC for Rate AES \$ 0.000~~50~~ per kWh

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Energy Charge

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Power Service Rate PS*, Time of Day Secondary Service Rate TODS*, Time-of-Day Primary Service Rate TODP*, and Retail Transmission Service Rate RTS*

DSM Cost Recovery Component (DCR) \$ 0.000~~24~~ per kWh
 DSM Revenues from Lost Sales (DRLS) \$ 0.000~~00~~ per kWh
 DSM Incentive (DSMI) \$ 0.0000~~1~~ per kWh
 DSM Capital Cost Recovery Component (DCCR) \$ 0.000~~13~~ per kWh
 DSM Balance Adjustment (DBA) \$ ~~(0.00009)~~ per kWh
 Total DSMRC for Rates PS, TODS, TODP and RTS \$ 0.000~~29~~ per kWh

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Energy Charge

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* These charges do not apply to industrial customers taking service under these rates because the Company currently does not offer industrial DSM programs.

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DATE OF ISSUE:

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Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 87.1

Adjustment Clause **ECR**
Environmental Cost Recovery Surcharge

DEFINITIONS (continued)

- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor. Jurisdictional E(m) is adjusted for any (Over)/Under collection or prior period adjustment and by the subtraction of the Revenue Collected through Base Rates for the Current Expense month to arrive at Adjusted Net Jurisdictional E(m). Adjusted Net Jurisdictional E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the 12 months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).
- 3) The Group 1 R(m) is the average of total Group 1 monthly base revenue for the 12 months ending with the current expense month. Base revenue includes the customer, energy, and lighting charges for each rate schedule included in Group 1 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 in Group 1.
- 4) The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the 12 months ending with the current expense month. Base non-fuel revenue includes the customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this mechanism is applicable and automatic adjustment clause revenues for the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6.
- 5) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 88

Adjustment Clause OSS
Off-System Sales Adjustment Clause

N

APPLICABLE.

In all territory served.

AVAILABILITY OF SERVICE

This schedule is mandatory to all electric rate schedules that are subject to the Fuel Adjustment Clause.

RATE

The monthly OSS Adjustment Factor per kWh delivered under each of the schedules to which this mechanism is applicable shall be calculated in accordance with the following formula:

$$\text{OSS Adjustment Factor} = 0.75 \times [(P(m) / S(m))]$$

Where "P" is the net eligible margins from off-system power sales and "S" is the kWh sales in the current period (m) as defined in 807 KAR 5:056. The OSS Adjustment Factor will be applied as set out below.

- 1) The monthly OSS Adjustment Factor will be combined with the monthly FAC factor and billed as one.
- 2) Current expense month (m) shall be the second month preceding the month in which the combined FAC and OSS factor is billed.
- 3) The combined monthly FAC and OSS factor shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data and information as may be required by the Commission.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, 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.
- 4) At its option, a governmental body imposing a franchise fee shall not be billed for that portion of a franchise fee, applied to services designated by the governmental body, that would ultimately be repaid to the governmental body.

DATE OF ISSUE:

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DATE EFFECTIVE: May 26, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 90.1

Adjustment Clause

FF
Franchise Fee Rider

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:

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DATE EFFECTIVE: October 16, 2003

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2009-00548 dated July 30, 2010

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 91

Adjustment Clause

ST
School Tax

APPLICABLE

In all territory served.

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.

RATE

The utility gross receipts license tax authorized under state law.

DATE OF ISSUE:

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2009-00548 dated July 30, 2010

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 92

Adjustment Clause **HEA**
Home Energy Assistance Program

APPLICABLE

In all territory served.

AVAILABILITY

To all residential customers.

RATE

\$0.25 per meter per month.

BILLING

The HEA charge shall be shown as a separate item on customer bills.

PURPOSE

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.

Deleted: SERVICE PERIOD

Deleted: The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing January 1, 2013 until the effective date of new base rates, or as otherwise directed by the Public Service Commission. The HEA program is approved through September 30, 2015.

DATE OF ISSUE:

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No. ¶
2012-00221 dated December 20, 2012

Kentucky Utilities Company

P.S.C. No. 17, 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: _____

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00548 dated July 30, 2010

Kentucky Utilities Company

P.S.C. No. 17, 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.

COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between customers and Company.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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.

DATE OF ISSUE:

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DATE EFFECTIVE: ~~July 1, 2015~~

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 96.1

TERMS AND CONDITIONS

General

RENEWAL OF CONTRACT

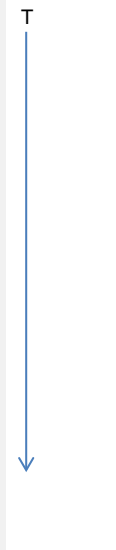
If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days 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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Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 97

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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Kentucky Utilities Company

P.S.C. No. 17, 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.

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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P.S.C. No. 17, 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.

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 97.3

TERMS AND CONDITIONS

Customer Responsibilities

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.

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.

CHANGES IN SERVICE

Where Customer is receiving service and desires relocation or change in facilities not supported by additional load, Customer is responsible for the cost of the relocation or change in facilities through a Non-Refundable Advance.

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Kentucky Utilities Company

P.S.C. No. 17, 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.

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TERMS AND CONDITIONS

Company Responsibilities

Notwithstanding the provisions of 807 KAR 5:006, Section 14(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.

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.

FIRM SERVICE

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide supplemental or standby service for that load, the customer-generator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service. This requirement does not apply to Net Metering Service (Rider NMS).

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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. **DEFINITION OF RESIDENTIAL RATE** - Residential rates are based on service to single family units served through a single meter. Such service may include incidental usage of electricity for home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is practiced by Customer in Customer's residence. Service to both a single family unit and a detached structure may both be served through a single meter, regardless of the meter location, and qualify for the residential service provided the consumption in the non-residential portion of the detached structure is incidental.
2. **DEFINITION OF SINGLE FAMILY UNIT** - A single family unit is a structure or part of a structure used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household. Residential service is not available to transient multi-family structures including, but not limited to, hotels, motels, studio apartments, college dormitories, or any structure without a permanent foundation or attached to sanitation facilities. Fraternity or sorority organizations associated with educational institutions may be classified as residential and billed at the residential rate.
3. **DETACHED STRUCTURES** - If Customer has detached structures that are located at such distance from Customer's residence as to make it impracticable to supply service through customer's residential meter, the separate meter required to measure service to the detached structures will be considered a separate service and billed as a separate customer.
4. **POWER REQUIREMENT** - 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

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TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

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 7.

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 sixteen (16) business days (no less than twenty-two (22) calendar days) from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. 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.

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TERMS AND CONDITIONS

BILLING

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.

CUSTOMER RATE ASSIGNMENT

If Customer takes service under a rate schedule the eligibility for which contains a minimum or maximum demand parameter (or both), Company will review Customer's demand and usage data at least once annually to determine the rate schedule under which Customer will take service until the next review and rate determination. Company will also conduct such a review and determination upon Customer's request. Company shall not be obligated to change Customer's rate determination based upon detection of a substantial deviation of Customer's demand or usage if, after consultation with Customer, Company determines in its sole discretion that such deviation is not indicative of Customer's likely long-term demand. Similarly, Company may assign Customer to a rate schedule for which Customer would not be eligible based solely on Customer's historical demand or usage, but Company may do so only as part of a review and rate determination that involves consulting with Customer about Customer's likely future demand, as well as Customer's special contract demand, if applicable.

Any such review and rate determination shall be deemed conclusively to be the correct rate determination for Customer for all purposes and for all periods until Company conducts the next such review and determination for Customer. Therefore, Company shall not be liable for any refunds to Customer based upon Customer's rate assignment, and Company shall not seek to back-bill Customer based upon Customer's rate assignment, for any periods between and including such reviews and determinations unless, and only in the event that, a particular review and rate determination are shown to have been materially erroneous at the time they were conducted, in which case Company may be liable for a refund, or may back-bill Customer, only for the period from the erroneous review and determination to the present or the next non-erroneous review and determination, whichever is shorter.

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is then taking service under such a rate schedule, Company will not change Customer's rate assignment; it will remain Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

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TERMS AND CONDITIONS

BILLING

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is not then taking service under such a rate schedule, Company will (1) provide reasonable notice to Customer of the options available and (2) assign Customer to the rate schedule Company reasonably believes will be most financially beneficial to Customer based on Customer's historical demand and usage, which assignment Company will change upon Customer's request to take service under another rate schedule for which Customer is eligible. Company shall have no refund obligation or bear any other liability or responsibility for its initial assignment of Customer to a rate for which Customer is eligible; it is at all times Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

Nothing in this section is intended to curtail or diminish Customer's responsibility to choose among optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. Likewise, except as explicitly stated in the paragraph above, nothing in this section creates an obligation or responsibility for Company to assign Customer to a particular rate schedule for which Customer is eligible if Customer is eligible for more than one rate schedule.

CUSTOMER RATE MIGRATION

A change from one rate to another will be effective with the first full billing period following a customer's request for such change, or with a rate change mandated by changes in a customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

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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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 quarterly. 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 the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1). Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

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 8, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, 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 ~~six (6)~~ 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.

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RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service Rate RS - Sheet No. 5, Residential Time-of-Day Energy Service Rate RTOD-Energy - Sheet No. 6, and Residential Time-of-Day Demand Service Rate RTOD-Demand - Sheet No. 7.
- 2) The deposit for a residential customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2).
- 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.

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State Regulation and Rates
Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 102.1

TERMS AND CONDITIONS

DEPOSITS

RESIDENTIAL (Continued)

- 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.

GENERAL SERVICE

- 1) General service customers are those customers served under General Service Rate GS, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$240.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2). The deposit for a General Service customer may be waived when the General Service delivery is to a detached building used in conjunction with a Residential Service and the General Service usage is no more than 300 kWh per month.
- 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 8(1)(d)(1).
- 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. 17, Original Sheet No. 103

TERMS AND CONDITIONS

Budget Payment Plan

Company's Budget Payment Plan is available to any residential customer served under Residential Service Rate RS or any general service customer served under General Service Rate GS. If a residential customer, who is currently served under Residential Service Rate RS and is currently enrolled in the Budget Payment Plan, elects to take service under Residential Time-of-Day Energy Service Rate RTOD-Energy or Residential Time-of-Day Demand Service Rate RTOD-Demand, such customer would be removed from the Budget Payment Plan and restored to regular billing.

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.

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Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 104.1

TERMS AND CONDITIONS

Bill Format

Account Number 3000-2000-0000 Page 2

BILLING INFORMATION	
Late Charge to be Assessed After Due Date	\$2.73

IMPORTANT INFORMATION
<p>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 1,838 pounds of CO2 (carbon). 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. Visit our website at www.lge-ku.com/savingenergy for energy-saving tips designed to help you better manage and lessen the environmental impact of your energy usage.</p> <p>For a copy of your rate schedule, visit www.lge-ku.com or call our Customer Service Department.</p>

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

- Budget Plan
- Auto Pay (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 Auto Pay program. To avoid unintended debits to your bank account, please make sure your KU account balance is current before enrolling in Auto Pay.

Please deduct my Auto Pay 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 Auto Pay 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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Kentucky Utilities Company

P.S.C. No. 17, 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 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 or otherwise delivered, including, but not limited to, electronic mail, to Customer's 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 Customer's or Applicant's 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 (either mailed or otherwise delivered, including, but not limited to, electronic mail) 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 15(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

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Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 105.1

TERMS AND CONDITIONS

Discontinuance of Service

15(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.

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 Customer's 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 (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 105.2

TERMS AND CONDITIONS

Discontinuance of Service

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 (either mailed or otherwise delivered, including, but not limited to, electronic mail) based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

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Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, 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 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.

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P.S.C. No. 17, Original Sheet No. 106.1

TERMS AND CONDITIONS

Line Extension Plan

C. GENERAL (continued)

- 5) Customer must agree in writing to take service when the extension is completed and have Customer's building or other permanent facility wired and ready for connection.
- 6) 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 feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.
- 7) 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.
- 8) 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.

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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) 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.

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Lexington, Kentucky

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 106.2

TERMS AND CONDITIONS

Line Extension Plan

E. OTHER LINE EXTENSIONS (continued)

- 5) 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.

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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.

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 Orders.
- 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.

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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.

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Kentucky Utilities Company

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TERMS AND CONDITIONS

Line Extension Plan

H. UNDERGROUND LILNE EXTENSIONS

General (continued)

- 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 Customer's 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.
- 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.

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 106.4

TERMS AND CONDITIONS

Line Extension Plan

H. UNDERGROUND LINE EXTENSIONS (continued)

- 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 ~~\$9.54~~ 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 ~~\$20.30~~ 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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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.

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TERMS AND CONDITIONS

Line Extension Plan

High Density Subdivisions (continued)

- 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 Customer's 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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Kentucky Utilities Company

P.S.C. No. 17, 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.

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TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

PRIORITY LEVELS (continued)

- 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.

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:

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00548 dated July 30, 2010

Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 107.2

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

PRIORITY LEVELS (continued)

- 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.
- 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.

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Kentucky Utilities Company

P.S.C. No. 17, Original Sheet No. 107.3

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

CURTAILMENT PROCEDURES (continued)

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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2009-00548 dated July 30, 2010

Settlement Agreement Exhibit 5
LG&E Electric Tariffs

P.S.C. Electric No. 10
Canceling P.S.C. Electric No.9

Louisville Gas and Electric Company

220 West Main Street
Louisville, Kentucky
www.lge-ku.com

Rates, Terms and Conditions for Furnishing **ELECTRIC SERVICE**

In the nine counties of the Louisville, Kentucky, metropolitan area
as depicted on territorial maps as filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 1

GENERAL INDEX Standard Electric Rate Schedules – Terms and Conditions

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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>
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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 5

Standard Rate RS
Residential Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for single-phase secondary delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff.

T

RATE

Basic Service Charge: \$10.75 per month

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Plus an Energy Charge of: \$ 0.08082 per kWh

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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
<u>Off-System Sales Adjustment Clause</u>	<u>Sheet No. 88</u>
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

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MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

TERMS AND CONDITIONS

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

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 6

Standard Rate

RTOD-Energy
Residential Time-of-Day Energy Service

N

APPLICABLE

In the territory served.

AVAILABILITY OF SERVICE

RTOD-Energy shall be available as an option to customers otherwise served under rate schedule RS.

- 1) Service under this rate schedule is limited to a maximum of five hundred (500) customers taking service on RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept customers on a first-come-first-served basis.
- 2) This service is also available to customers on rate schedule GS (where the GS service is used in conjunction with an RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
 - 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 electing to take service under this rate schedule who subsequently elects to take service under the standard Rate RS may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE

Basic Service Charge: ~~\$10.75~~ per month

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Plus an Energy Charge:

Off Peak Hours: ~~\$0.05571~~ per kWh

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On Peak Hours: ~~\$0.22706~~ per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 6.1

Standard Rate

RTOD-Energy
Residential Time-of-Day Energy Service

N

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:

Summer Months of ~~April~~ through ~~October~~

	<u>Off-Peak</u>	<u>On-Peak</u>
Weekdays	5 PM - 1 PM	1 PM - 5 PM
Weekends	All Hours	

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All Other Months of ~~November~~ continuously through ~~March~~

	<u>Off Peak</u>	<u>On-Peak</u>
Weekdays	11 AM - 7 AM	7 AM - 11 AM
Weekends	All Hours	

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MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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. Customers served under this optional residential rate 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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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 9

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:

- 1) having at least 12 members and a chief,
- 2) having at least one firefighting apparatus, and
- 3) half the members must be volunteers.

RATE

Basic Service Charge: **\$10.75** per month

Plus an Energy Charge of: \$ **0.08082** 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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 customers whose 12-month-average monthly maximum loads do not exceed 50 kW. Existing customers with 12-month-average maximum monthly loads exceeding 50 kW who are receiving service under P.S.C. Electric No. 6, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, will continue to be served under this rate at their option. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

RATE

Basic Service Charge: \$25.00 per month for single-phase service
\$40.00 per month for three-phase service

Plus an Energy Charge of: \$ 0.08948 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
Off-System Sales Adjustment Clause	Sheet No. 88
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

If Company determines based on Customer's usage history that Customer may be exceeding the maximum load permitted under Rate GS, Company may, at its discretion, equip Customer with a meter capable of measuring demand to determine Customer's continuing eligibility for Rate GS. If Customer is equipped with a demand-measuring meter, Customer's 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.

MINIMUM CHARGE

The Basic Service Charge shall be the Minimum Charge.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 10.1

Standard Rate

GS
General Service Rate

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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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Louisville Gas and Electric Company

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

Standard Rate **PS**
Power Service Rate

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 customers whose 12-month-average monthly minimum secondary loads exceed 50 kW and whose 12-month-average monthly maximum loads do not exceed 250 kW. Secondary or primary customers receiving service under P.S.C. of Ky. Electric No. 6, Fourth Revision of Original Sheet No. 15, Large Commercial Rate LC, and Fourth Revision of Original Sheet No. 25, Large Power Industrial Rate LP, as of February 6, 2009, with loads not meeting these criteria will continue to be served under this rate at their option. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

RATE

	Secondary	Primary	
Basic Service Charge per month:	\$90.00	\$200.00	I
Plus an Energy Charge per kWh of:	\$ 0.04071	\$ 0.039 25	I/F Deleted: 64
Plus a Demand Charge per kW of:			
Summer Rate: (Five Billing Periods of May through September)	\$16.39	\$ 13.91	R Deleted: I
Winter Rate: (All other months)	\$13.98	\$ 11.62	R Deleted: 17.33 Deleted: 14.62 Deleted: I Deleted: 14.94 Deleted: 12.33

- 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 load expected on the system or on facilities specified by Customer.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 15.1

Standard Rate PS
Power Service Rate

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
Off-System Sales Adjustment Clause	Sheet No. 88
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 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).

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in Percent)}}$$

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by 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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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 20

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 customers whose 12-month-average monthly minimum loads exceed 250 kW and whose 12-month-average monthly maximum loads do not exceed 5,000 kW.

RATE

Basic Service Charge per month: \$200.00

Plus an Energy Charge per kWh of: \$ 0.04049

Plus a Maximum Load Charge per kW of:

Peak Demand Period \$ ~~6.05~~

Intermediate Demand Period \$ ~~4.41~~

Base Demand Period \$ ~~3.91~~

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
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
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School Tax	Sheet No. 91

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 20.1

Standard Rate **TODS**
Time-of-Day Secondary 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 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, 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)

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$$

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 20.2

Standard Rate

TODS
Time-of-Day Secondary Service

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.

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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 22

Standard Rate

TODP
Time-of-Day Primary Service

N

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is available for primary service to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

RATE

Basic Service Charge per month: \$300.00

Plus an Energy Charge per kWh of: \$ 0.03824

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Plus a Maximum Load Charge per kVA of:

Peak Demand Period \$ 4.75

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Intermediate Demand Period \$ 3.40

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Base Demand Period \$ 3.24

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 22.1

Standard Rate **TODP**
Time-of-Day Primary Service

N

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 are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by 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.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

RATE

Basic Service Charge per month: \$1,000.00

Plus an Energy Charge per kWh of: \$ 0.0371

Plus a Maximum Load Charge per kVA of:

Peak Demand Period \$ 4.37

Intermediate Demand Period \$ 2.82

Base Demand Period \$ 2.57

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
Off-System Sales Adjustment Clause	Sheet No. 88
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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/s/ Edwin R. Staton, Vice President
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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 30

Standard Rate FLS
Fluctuating Load Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

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 FLS schedule of Kentucky Utilities 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.

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.

BASE RATE

	<u>Primary</u>	<u>Transmission</u>
Basic Service Charge per month:	\$1,000.00	\$1,000.00
Plus an Energy Charge per kWh of:	\$ 0.03612	\$ 0.03612
Plus a Maximum Load Charge per kVA of:		
Peak Demand Period	\$ 2.94	\$ 2.94
Intermediate Demand Period	\$ 1.89	\$ 1.89
Base Demand Period	\$ 1.89	\$ 1.14

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 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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/s/ Edwin R. Staton, Vice President
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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 30.1

Standard Rate FLS
Fluctuating Load Service

ADJUSTMENT CLAUSES

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

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
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 are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<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		

All other months of October continuously through April

	<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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 30.2

Standard Rate

FLS
Fluctuating Load Service

TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five (5) years with successive one (1) 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 5:006, Section 15(1)(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,

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 30.3

Standard Rate

FLS
Fluctuating Load Service

if any, under the CURTAILABLE SERVICE RIDER, CSR, Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of LG&E and KU Energy LLC System ("LKE System") owned or purchased generation or when Automatic Reserve Sharing is invoked. LKE System, as used herein, shall consist of LG&E and KU. 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.

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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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 35

Standard Rate **LS**
Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rate schedule is offered under the conditions set out hereinafter for lighting applications such as, but not limited to, the illumination of street, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

Service will be provided under written contract, signed by customer prior to service commencing, when additional facilities are required.

Units marked with an asterisk (*) are not available for use in residential neighborhoods except by municipal authorities.

OVERHEAD SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain the lighting unit. A basic overhead service includes lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only). Company will, upon request furnish ornamental poles, of Company's choosing, together with overhead wiring and all other equipment mentioned for basic overhead service.

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge Fixture Only
High Pressure Sodium				
452	Cobra Head	16,000	0.181	\$12.83
453	Cobra Head	28,500	0.294	15.09
454	Cobra Head	50,000*	0.471	17.39
455	Directional	16,000	0.181	\$13.78
456	Directional	50,000*	0.471	18.22
457	Open Bottom	9,500	0.117	\$10.87
Metal Halide				
470	Directional	12,000	0.150	\$12.80
473	Directional	32,000	0.350	18.69
476	Directional	107,800*	1.080	39.62

Should Customer request underground service, Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of Company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the overhead lighting system.

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 35.1

Standard Rate

LS Lighting Service

Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider. For wood poles installed prior to 3/1/2010, such charge will be in accordance with the rates listed on Sheet No. 36.1 of the Restricted Lighting Service Rate RLS Tariff.

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UNDERGROUND SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain poles, fixtures, and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for underground installation.

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge		T T
				Decorative Smooth	Historic Fluted	
High Pressure Sodium						
412	Colonial, 4-Sided	5,800	0.083	\$19.80		
413	Colonial, 4-Sided	9,500	0.117	20.50		
444	Colonial, 4-Sided	16,000	0.181	20.74		T/
415	Acorn	5,800	0.083	\$20.19		
416	Acorn	9,500	0.117	22.57		
445	Acorn	16,000	0.181	22.68		T/
427	London	5,800	0.083		\$35.22	
429	London	9,500	0.117		36.09	
431	Victorian	5,800	0.083		\$32.95	
433	Victorian	9,500	0.117		35.01	
400	Dark Sky	4,000	0.060	\$23.90		T/
401	Dark Sky	9,500	0.117	24.92		T/
956	Victorian/London Bases				Westchester/Norfolk \$ 3.56	
423	Cobra Head	16,000	0.181	\$26.37		
424	Cobra Head	28,500	0.294	28.47		
425	Cobra Head	50,000*	0.471	34.05		

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 35.2

Standard Rate

LS Lighting Service

UNDERGROUND SERVICE (continued)

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge		T T
				Fixture Only	Decorative Smooth	
High Pressure Sodium						
439/420	Contemporary	16,000	0.181	\$16.47	\$29.91	T
440/421	Contemporary	28,500*	0.294	18.29	32.88	T
441/422	Contemporary	50,000*	0.471	22.33	38.41	T
Metal Halide						
479/480	Contemporary	12,000	0.150	\$14.07	\$23.84	T
481/482	Contemporary	32,000	0.350	20.47	30.23	T
483/484	Contemporary	107,800*	1.080	42.59	52.34	T

Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the conventional overhead lighting system.

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 under the Excess Facilities Rider.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of 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

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
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 35.3

Standard Rate

LS
Lighting Service

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 Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
5. If any permit is required from any municipal or other governmental authority with respect to installation and use of any of the lighting units provided hereunder, Company will seek such permits, but the ultimate responsibility belongs with Customer.
6. If Customer requests the removal of an existing lighting system, including, but not limited to, fixtures, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement lighting within 5 years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
7. Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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State Regulation and Rates
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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 36

Standard Rate **RLS**
Restricted Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Service under this rate schedule is restricted to those lighting fixtures/poles in service as of January 1, 2013, except where a spot replacement maintains the continuity of multiple fixtures/poles composing a neighborhood lighting system or continuity is desired for a subdivision being developed in phases. Spot placement of restricted fixtures/poles is contingent on the restricted fixtures/poles being available from manufacturers. Spot replacement of restricted units will be made under the terms and conditions provided for under non-restricted Lighting Service Rate LS.

In the event restricted fixtures/poles fail and replacements are unavailable, Customer will be given the choice of having Company remove the failed fixture/pole or replacing the failed fixture/pole with other available fixture/pole

OVERHEAD SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only).

RATE	Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge		
					Fixture Only	Fixture & Wood Pole	Fixture & Orn. Pole
Mercury Vapor							
	252	Cobra/Open Bottom	8,000	0.210	\$ 9.59		
	203	Cobra Head	13,000	0.298	10.97		
	204	Cobra Head	25,000	0.462	13.52		
	209	Cobra Head	60,000	1.180	27.71		
	207	Directional	25,000	0.462	\$15.55		
	210	Directional	60,000	1.180	28.91		
	201	Open Bottom	4,000	0.100	\$ 8.15		
Metal Halide							
	471	Directional	12,000	0.150	\$15.08	N/A	
	474/475	Directional	32,000	0.350	20.98	28.44	
	477	Directional	107,800	1.080	42.81	N/A	

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ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 36.1

Standard Rate RLS
Restricted Lighting Service

OVERHEAD SERVICE (continued)

RATE Rate Code		Monthly Charge	T T T
Wood Pole			
958	Installed Before 3/1/2010	\$11.32	I Deleted: 11.64
900	Installed Before 7/1/2004	2.06	I Deleted: 2.12

UNDERGROUND SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 200 feet of conductor per fixture on appropriate poles.

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge		
				Fixture Only	Decorative Smooth	
High Pressure Sodium						
275	Cobra/Contemporary	16,000	0.181		\$24.91	I Deleted: 25.62
266	Cobra/Contemporary	28,500	0.294		27.36	I Deleted: 28.15
267	Cobra Contemporary	50,000	0.471		31.42	I Deleted: 32.33
276	Coach/Acorn	5,800	0.083		\$14.18	I Deleted: 14.59
274	Coach/Acorn	9,500	0.117		17.20	I Deleted: 17.70
277	Coach/Acorn	16,000	0.181		22.16	I Deleted: 22.80
279/278	Contemporary	120,000	1.000	\$41.46	\$72.59	I Deleted: 42.65
417	Acorn, Bronze	9,500	0.117		\$23.69	I Deleted: 24.38
419	Acorn, Bronze	16,000	0.180		24.79	I Deleted: 25.50
280	Victorian	5,800	0.083	\$19.39		I Deleted: 19.95
281	Victorian	9,500	0.117	20.36		I Deleted: 20.95
282	London	5,800	0.083	\$19.54		I Deleted: 20.11
283	London	9,500	0.117	20.83		I Deleted: 21.43

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ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 36.2

Standard Rate

RLS
Restricted Lighting Service

UNDERGROUND SERVICE (continued)

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge	
				Fixture Only	Decorative Smooth
High Pressure Sodium					
426	London	5,800	0.083		\$33.24
428	London	9,500	0.117		34.11
430	Victorian	5,800	0.083		32.28
432	Victorian	9,500	0.117		34.35
Victorian/London Bases					
950	Old Town				\$ 3.47
951	Chesapeake				3.73
Poles					
901	10" Smooth Pole				10.82
902	10" Fluted Pole				12.91
Mercury Vapor					
318	Cobra Head	8,000	0.210		\$17.43
314	Cobra Head	13,000	0.298		19.21
315	Cobra Head	25,000	0.462		22.96
347	Cobra (State of KY Pole)	25,000	0.462	\$22.95	
206	Coach	4,000	0.100		\$12.46
208	Coach	8,000	0.210		14.25
Incandescent					
349	Continental Jr.	1,500	0.102		\$ 9.03
348	Continental Jr.	6,000	0.447		13.13

Where Customer's location required the installation of additional facilities, Company may have furnished the requested facilities at an additional charge per month to be determined under the Excess Facilities Rider.

DUE DATE OF BILL

Payment is due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of the bill rendered for other electric service.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 36.3

Standard Rate

RLS
Restricted Lighting Service

DETERMINATION OF ENERGY CONSUMPTION

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

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
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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 Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
5. Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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

\$0.06465 per kWh

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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
Off-System Sales Adjustment Clause	Sheet No. 88
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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

CONDITIONS OF DELIVERY

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 types of equipment served.
2. 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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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 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.

This service is limited to traffic control devices including, signals, cameras, or other traffic lights and electronic communication devices.

RATE

Basic Service Charge: \$4.00 per delivery per month

Plus an Energy Charge of: \$0.07402 per kWh

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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
<u>Off-System Sales Adjustment Clause</u>	<u>Sheet No. 88</u>
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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 38.1

Standard Rate

TE
Traffic Energy Service

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. Where attachment of Customer's devices is made to Company facilities, Customer must have an attachment agreement with Company.
3. Loads not operated on an all-day every-day basis will be served under the appropriate rate.

TERMS AND CONDITIONS

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

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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

~~\$7.25~~ per year for each attachment to pole.

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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:

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State Regulation and Rates
Louisville, Kentucky

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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.1

Standard Rate

CTAC

Cable Television Attachment Charges

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.

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.

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.

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State Regulation and Rates
Louisville, Kentucky

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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.2

Standard Rate

CTAC

Cable Television Attachment Charges

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 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 present 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.

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State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.3

Standard Rate

CTAC

Cable Television Attachment Charges

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 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 itself 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:

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.4

Standard Rate

CTAC

Cable Television Attachment Charges

- (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.
- (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).
- (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.

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.

Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Louisville Gas and Electric 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 Louisville Gas and Electric Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Louisville Gas and Electric Company."

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State Regulation and Rates
Louisville, Kentucky

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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.5

Standard Rate

CTAC

Cable Television Attachment Charges

11. ATTACHMENT REMOVAL AND NOTICES

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.

12. FORBIDDEN USE OF POLES

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.

13. NON-COMPLIANCE

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.

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.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.6

Standard Rate

CTAC

Cable Television Attachment Charges

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:

- (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.

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DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 40.7

Standard Rate

CTAC

Cable Television Attachment Charges

- 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 20.

21. 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 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 16 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.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 45

Standard Rate

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 19, and the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1), the customer will be charged \$75.00 to cover the test and transportation costs.

DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$28.00 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. If both gas and electric services are reconnected at the same time, the total charge for restoration of both services shall be \$28.00. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, 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 \$28.00 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 \$15.00 per month per installed set of pulse-generating equipment 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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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 50

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 kVA individually. The aggregate service under CSR for Louisville Gas and Electric Company is limited to 100 MVA in addition to the contracted curtailable load under P.S.C. No. 7, CSR1 for Louisville Gas and Electric Company as of August 1, 2010.

Deleted: 10 and CSR30

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) 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. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

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Company may request at its sole discretion up to 100 hours of physical curtailment per year. Company will request physical curtailment only when (1) all available units have been dispatched or are being dispatched and (2) all off-system sales have been or are being curtailed. Company may also request at its sole discretion up to 275 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.

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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 in kVA. 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 actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh - (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 50.1

Standard Rate Rider

CSR
Curtable Service Rider

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Option B -- Customer may contract for a given amount of curtable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtable load designated in the contract multiplied by the time period (hours) of a requested curtailment (Actual kWh – [(Max kVA preceding – Designated Curtable kVA) x hours of requested curtailment]).

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA 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	\$ <u>6.40</u> per kVA of Curtable Billing Demand
Primary Voltage Service	\$ <u>6.50</u> per kVA of Curtable Billing Demand
Non-Compliance Charge of:	\$16.00 per kVA

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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. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 50.2

Standard Rate Rider

CSR
Curtable Service Rider

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CURTAILABLE BILLING DEMAND

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

For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable 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:

$$\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$$

Where: NGP represents the mid-point price for natural gas (\$/MMBtu) posted for the day in *Platts 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.

CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract 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 reasonably necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by the Company, the Customer shall provide to the Company a good-faith, non-binding short-term operational schedule for their facility.

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

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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), \$0.04041 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), \$0.03536 per kWh.
3. During all other hours (off-peak hours) \$0.03327 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, \$0.03443 per kWh

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DATE EFFECTIVE: June 30, 2014

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Section Break (Next Page)

Louisville Gas and Electric Company¶

Louisville Gas and Electric Company¶

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P.S.C. Electric No. 10, Original Sheet No. 51¶

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Standard Rate Rider - CSR30¶

Curtailed Service Rider 30¶

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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 kVA individually. The aggregate service under CSR10 and CSR30 for Louisville Gas and Electric Company is limited to 100 MVA in addition to the contracted curtable load under P.S.C. No. 7, CSR1 for Louisville Gas and Electric Company as of August 1, 2010.¶

¶

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 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. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than thirty (30) 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. Curtable 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 in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.¶

¶

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

¶

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.¶

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DATE EFFECTIVE: January 1, 2015

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ISSUED BY: . . . /s/ Edwin R. Staton, Vice President ¶

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 55.2

Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

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 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,

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Public Service Commission in Case No.
2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 56

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 , $C_{LG\&E}$ 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.

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State Regulation and Rates
Louisville, Kentucky

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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57

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.

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. A billing period credit is a kWh-denominated electricity credit only, not a monetary credit.

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 billing-period credit for the net delivery on Customer's bill for the succeeding billing periods. If Customer takes service under time-of-use or time-of-day rate schedule, Company will apply billing-period credits Customer creates in a particular time-of-day or time-of-use block only to offset net energy consumption in the same time-of-day or time-of-use blocks in any billing period. Any such unused excess billing-period credits will be carried forward and drawn on by Customer as needed. Unused excess billing-period credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.1

Standard Rate Rider

NMS
Net Metering Service

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 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.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.2

Standard Rate Rider

NMS
Net Metering Service

NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)

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.lge-ku.com and upon request.

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.

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Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.3

Standard Rate Rider

NMS
Net Metering Service

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 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.

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/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.4

Standard Rate Rider

NMS
Net Metering Service

CONDITIONS OF INTERCONNECTION (continued)

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

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.5

Standard Rate Rider

NMS
Net Metering Service

CONDITIONS OF INTERCONNECTION (continued)

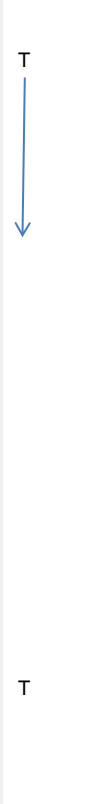
of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by Company, except where such injury, death or 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.

TERMS AND CONDITIONS

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



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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.6

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:

Louisville Gas and Electric Company, Attn: Customer Commitment,
P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact LG&E at:

502-627-2202 or customer.commitment@lge-ku.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: _____

DATE OF ISSUE: _____

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DATE EFFECTIVE: November 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2009-00549 dated July 30, 2010 and
2010-00204 dated September 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 57.7

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:

Louisville Gas and Electric Company, Attn: Customer Commitment,
P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact LG&E at:

502-627-2202 or customer.commitment@lge-ku.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: */s/* Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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2010-00204 dated September 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 60

Standard Rate Rider

EF
Excess Facilities

APPLICABILITY

In all territory served.

AVAILABILITY OF SERVICE

This rider is available for non-standard 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 and where such facilities are dedicated to a specific customer. 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. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

- (a) making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction	1.32%
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- (b) making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage with Contribution-in-Aid-of-Construction	0.54%
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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 60.1

Standard Rate Rider

EF
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.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 Customer's facility in the event that an emergency or unusual occurrence renders Customer's principal delivery unavailable for providing service. Where Customer desires to split a load between multiple meters on multiple feeds and contract for Redundant Capacity on those feeds, service is contingent on the practicality of metering to measure any transferred load to the redundant feed.

RATE:

Capacity Reservation Charge

Secondary Distribution	\$1.43 per kW/kVA per Month
Primary Distribution	\$1.26 per kW/kVA per Month

Applicable to the greater of:

- (1) the highest average load in kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) 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 (1) 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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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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.

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide supplemental or standby service for that load, the customer-generator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service. This requirement does not apply to Net Metering Service (Rider NMS).

RATE

	Secondary	Primary	Transmission
Contract Demand per kW/kVA per Month:	\$13.57	\$12.30	\$10.83

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CONTRACT DEMAND

Contract Demand is defined as the number of kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) mutually agreed upon as representing Customer's maximum service requirements and contracted for by Customer; provided, however, if such number of kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) 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

Company will bill Customer monthly for all of the charges under Customer's applicable rate schedule, including, but not limited to, the applicable basic service charge, energy charges, and adjustment clauses. In addition to those charges, Company will bill Customer monthly a demand charge that is the greater of: (1) the Customer's total demand charge calculated under the applicable rate schedule; or (2) the demand charge calculated using the applicable demand rate shown above applied to the Contract Demand. If Customer's applicable rate schedule does not contain a demand charge, the Customer's monthly demand charge will be the demand charge calculated using the applicable demand rate shown above applied to the Contract Demand.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 62.1

Standard Rate Rider

SS
Supplemental or Standby Service

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar 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 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.
- 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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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 5:006, Section 15(1)(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.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 65.1

Standard Rate Rider

IL

Rider for Intermittent Loads

RATE (continued)

- (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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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 the Company where:

1. Customer's business does not require permanent installation of Company's facilities, excluding service provided for construction of permanent delivery points for residences and commercial buildings, and is of such nature to require only seasonal service or temporary service; or
2. the service is over 50 kW, provided for construction purposes, 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
3. where Customer has need for temporary intermittent use of Company facilities and Company has facilities it is willing to provide Customer for installation and operational testing of Customer's equipment.

This service is available for not less than one (1) month (approximately 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. Where this service is provided under 2 or 3, above, the Company will determine the term of service, which shall not exceed one (1) year.

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 therefore 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.
2. Customer shall pay regular rate of the applicable electric rate schedule.
3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-salvageable materials outlined in (1) above plus a monthly charge for the salvageable equipment at the Percentage With No Contribution -in-Aid-of-Construction specified on the Excess Facilities Rider, Rate Sheet No. 60.



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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 67

Standard Rate Rider

Kilowatt-Hours Consumed By 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.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 70

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 MWh of green power.

RATE

Voluntary monthly contributions of any amount in \$5.00 increments

TERMS AND CONDITIONS

- a) Customers may contribute monthly as much as they like in \$5.00 increments (e.g., \$5.00, \$10.00, \$15.00, or more per month) An 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 pay the amount the customer pledged to contribute 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 year.
- c) Customer will be billed monthly for the amount Customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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DATE EFFECTIVE: June 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Public Service Commission in Case No.
2009-00467 dated February 22, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 70.1

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, TODS, TODP, RTS, or FLS 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 MWh of green power.

RATE

Voluntary monthly contributions of any amount in \$13.00 increments

TERMS AND CONDITIONS

- a) Customers may contribute monthly as much as they like in \$13.00 increments (e.g., \$13.00, \$26.00, \$39.00, or more per month). An eligible customer may participate in Company's "Green Energy Program" by making a request to the Company and may withdraw at any time through a request to the Company. 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 pay the amount the customer pledged to contribute 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 year.
- c) Customer will be billed monthly for the amount Customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 71

Standard Rate Rider

EDR
Economic Development Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available as a rider to customers to be served or being served under Company's Standard Rate Schedules TODS, TODP, and RTS to encourage Brownfield Development or Economic Development (as defined herein). Service under EDR is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky.

RATE

A customer taking service under EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following:

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

"Total Demand Charge" is the sum of all demand charges, including any credits provided under any other demand applicable rider, before the EDR discounts described above are applied.

TERMS AND CONDITIONS

Brownfield Development

- a) Service under EDR for Brownfield Development is available to customers locating at sites that have been submitted to, approved by, and added to the Brownfield Inventory maintained by the Kentucky Energy and Environment Cabinet (or by any successor entity created and authorized by the Commonwealth of Kentucky).
- b) EDR for Brownfield Development is available only to minimum monthly billing loads of 500 kVA (or kW as is appropriate) or greater where the customer takes service from existing Company facilities.

Economic Development

- c) Service under EDR for Economic Development is available to:
 - 1) new customers contracting for a minimum monthly billing load of 1,000 kVA (or kW as is appropriate); and

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ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 71.1

Standard Rate Rider

EDR
Economic Development Rider

TERMS AND CONDITIONS

Economic Development

- 2) existing customers contracting for a minimum monthly billing load of 1,000 kVA (or kW as is appropriate) above their Existing Base Load, to be determined as follows:
 - i. Company and the existing customer will determine Customer's Existing Base Load by averaging Customer's previous three years' monthly billing loads, subject to any mutually agreed upon adjustments thereto.
 - ii. Company and the existing customer must agree upon the Existing Base Load, which shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under EDR. Once the Existing Base Load's value is thus established, it will not be subject to variation or eligible for service under EDR.
 - iii. This provision is not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's Existing Base Load. Such EDR service would continue under the terms of the contract already existing between the Company and the customer concerning the affected portion of the customer's Existing Base Load.
- d) A customer desiring service under EDR for Economic Development must submit an application for service that includes:
 - 1) a description of the new load to be served;
 - 2) the number of new employees, if any, Customer anticipates employing associated with the new load;
 - 3) the capital investment Customer anticipates making associated with the EDR load;
 - 4) a certification that Customer has been qualified by the Commonwealth of Kentucky for benefits under the Kentucky Business Investment Program (KBI), or the Kentucky Industrial Revitalization Act (KIRA), or the Kentucky Jobs Retention Act (KJRA), or other comparable programs approved by the Commonwealth of Kentucky.
- e) Should Company determine a refundable contribution for the capital investment in Customer-specific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, I. Special Cases, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year period.

General

- f) Company may offer EDR to qualifying new load only when Company has generating capacity available and the new load will not accelerate Company's plans for additional generating capacity over the life of the EDR contract.
- g) Customer may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which Company initiates service to Customer.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 71.2

Standard Rate Rider

EDR
Economic Development Rider

General (continued)

- h) Neither the demand charge reduction nor any unjustified capital investment in facilities will be borne by Company's other customers during the term of the EDR contract.
- i) Company may offer differing terms, as 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.
- j) In any billing month where Customer's metered load is less than the load required to be eligible for either Brownfield Development or Economic Development, no credit under EDR will be calculated or applied to Customer's billing.

TERM OF CONTRACT

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission for a fixed term of not less than ten (10) 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.



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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 85

Adjustment Clause

FAC
Fuel Adjustment Clause

APPLICABLE.

In all territory served.

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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.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 85.1

Adjustment Clause

FAC

Fuel Adjustment Clause

- (3) Forced Outages are all non-scheduled 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.
- (4) Sales (S) shall be all kWh 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 April 2012 and the base fuel factor is \$0.02725 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 Orders in Case No. 2012-00553 dated May 17, 2013, and May 29, 2013, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2013, which begins June 26, 2013.

DATE OF ISSUE:

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DATE EFFECTIVE: With Bills Rendered On and After
June 26, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of Orders of the Public
Service Commission in Case No. 2012-00553
dated May 17, 2013 and May 29, 2013

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.1

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

RATE (continued)

- 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, Residential Time-of-Day Energy Service, 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, RTOD-Energy, 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 RTOD-Demand, PS, TODS, TODP, and RTS) 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.
- 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 thirty-six (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.

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.

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.

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

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.2

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

programs that 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 the Energy Education Program, the DSM incentive amount shall be computed by multiplying the annual cost of the approved program times five (5) percent.

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The DSM incentive amount related to programs for Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Power Service Rate PS, Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS 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.

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DBA = DSM BALANCE ADJUSTMENT

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, DCCR, and previous application of the DBA and the revenues that should have been billed, as follows:

- 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.

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DATE EFFECTIVE: ~~January 1, 2015~~ July 1, 2015

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No.10, Original Sheet No. 86.4

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

PROGRAMMATIC CUSTOMER CHARGES

Residential Customer Program Participation Incentives:

The following Demand Side Management programs are available to residential customers receiving service from the Company on the RS, RTOD-Energy, RTOD-Demand, and VFD Standard Electric Rate Schedules.

Residential Load Management / Demand Conservation

The Residential Load Management / Demand Conservation Program employs switches in homes to help reduce the demand for electricity during peak times. The program communicates with the switches to cycle central air conditioning units, heat pumps, electric water heaters, and pool pumps off and on through a predetermined sequence. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

Residential Conservation / Home Energy Performance Program

The on-site audit offers a comprehensive audit from a certified auditor and incentives for residential customers to support the implementation of energy saving measures for a fee of \$25. Customers are eligible for incentives of ~~\$150~~ or \$1,000 based on customer purchased and installed energy efficiency measures and validated through a follow-up test.

Residential Low Income Weatherization Program (WeCare)

The Residential Low Income Weatherization Program (WeCare) is an education and weatherization program designed to reduce energy consumption of LG&E's low-income customers. The program provides energy audits, energy education, and blower door tests, and installs weatherization and energy conservation measures. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve-month energy usage and results of an energy audit.

Smart Energy Profile

The Smart Energy Profile Program provides a portion of LG&E's highest consuming residential customers with a customized report of tips, tools and energy efficiency programming recommendations based on individual household energy consumption. These reports are benchmarked against similar local properties. The report will help the customer understand and make better informed choices as it relates to energy usage and the associated costs. Information presented in the report will include a comparison of the customer's energy usage to that of similar houses (collectively) and a comparison to the customer's own energy usage in the prior year.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.5

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Residential Incentives Program

The Residential Incentives Program encourages customers to purchase and install various ENERGY STAR® appliances, HVAC equipment, or window films that meet certain requirements, qualifying them for an incentive as noted in the table below.

Category	Item	Incentive
Appliances	Heat Pump Water Heaters (HPWH)	\$300 per qualifying item purchased
	Washing Machine	\$75 per qualifying item purchased
	Refrigerator	\$100 per qualifying item purchased
	Freezer	\$50 per qualifying item purchased
	Dishwasher	\$50 per qualifying item purchased
Window Film	Window Film	Up to 50% of materials cost only; max of \$200 per customer account; product must meet applicable criteria.
HVAC	Central Air Conditioner	\$100 per Energy Star item purchased plus an additional \$100 per SEER improvement above minimum
	Electric Air-Source Heat Pump	\$100 per Energy Star item purchased plus additional \$100 per SEER improvement above minimum

Residential Refrigerator Removal Program

The Residential Refrigerator Removal Program is designed to provide removal and recycling of working, inefficient secondary refrigerators and freezers from LG&E customer households. Customers participating in this program will be provided a one-time incentive. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

Customer Education and Public Information

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

Deleted: Residential High Efficiency Lighting Program¶

The Residential High Efficiency Lighting program promotes an increased use of ENERGY STAR® rated CFLs within the residential sector. The Residential High Efficiency Lighting Program distributes compact fluorescent bulbs through direct-mail. ¶

¶ **Residential New Construction Program¶**

The Residential New Construction program is designed to reduce residential energy usage and facilitate market transformation by creating a shift in builders' new home construction to include energy-efficient construction practices. Builders who are part of the program can take advantage of technical training classes, gain additional exposure to potential customers and receive incentives to help offset costs when including more energy-efficient features during home construction. LG&E will reimburse the cost of plan reviews and inspection costs related to an Energy Star or HERS home certification. ¶

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 State Regulation and Rates
 Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00003 dated November 14, 2014

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.6

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Residential Advanced Metering Systems Incentives:

The following Demand Side Management offering is available to residential customers receiving service from the Company on the RS Rate Schedule.

Advanced Metering Systems

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

Commercial Customer Program Participation Incentives:

The following Demand Side Management programs are available to commercial customers receiving service from the Company on the GS, PS, TODS, TODP, and RTS Standard Electric Rate Schedules.

Commercial Load Management / Demand Conservation

The Commercial Load Management / Demand Conservation Program employs switches or interfaces to customer equipment in small and large commercial businesses to help reduce the demand for electricity during peak times. The Program communicates with the switches or interface to cycle equipment. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.9.

Commercial Conservation / Commercial Incentives

The Commercial Conservation / Commercial Incentive Program is designed to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment and for new construction built beyond code requirements. The Program also offers an online tool providing recommendations for energy-efficiency improvements. Incentives available to all commercial customers are based upon a \$100 per kW removed for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvement projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable kW removed. New construction rebates are available on savings over code plus bonus rebates for LEED certification.

- Maximum annual incentive per facility is \$50,000
- Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year
- Applicable for combined Prescriptive, Custom, and New Construction Rebates

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DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Deleted: Residential HVAC Diagnostics and Tune Up Program¶

The Residential HVAC Diagnostic and Tune-up program targets customers with HVAC system performance issues. There are no incentives paid directly to customers. Customers are charged a discounted, fixed-fee for the diagnosis and if needed, a similar fee for implementation of corrective actions. Thus, the program pays the portion of diagnostic and tune-up cost in excess of the customer charge below. The customer cost is as follows:¶
Customer cost is \$35 per unit for diagnostics test¶
Customer cost is \$50 per unit for tune-up¶

Customer Education and Public Information¶

These programs help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through two processes: a mass-media campaign and an elementary- and middle-school program. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts.¶

Dealer Referral Network¶

The Dealer Referral Network assists customers in identifying qualified service providers to install energy efficiency improvements recommended and/ or subsidized by the various energy efficiency programs.¶

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The Commercial Conservation / Commercial Incentive Program is designed to provide energy efficiency opportunities for the Companies' commercial class customers through energy audits and to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment. Incentives available to all commercial customers are based upon a \$100 per kW removed for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvements projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable kW removed.¶
Maximum annual incentive per facility is \$50,000¶
Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year¶
Applicable for combined Prescriptive and Custom Rebates

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.7

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Customer Education and Public Information

This program help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign and an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

School Energy Management Program

The School Energy Management program will facilitate the hiring and retention of qualified, trained energy specialists by public school districts to support facilitation of energy efficiency measures for public and independent schools under KRS 160.325.

Commercial Advanced Metering Systems Incentives:

The following Demand Side Management offering is available to residential customers receiving service from the Company on the GS Rate Schedule.

Advanced Metering Systems

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

Deleted: Commercial HVAC Diagnostics and Tune Up Program¶

The Commercial HVAC Diagnostic and Tune-up program targets customers with HVAC system performance issues. There are no incentives paid directly to customers. Customers are charged a discounted, fixed-fee for the diagnosis and if needed, a similar fee for implementation of corrective actions. Thus, the program pays the portion of diagnostic and tune-up cost in excess of the customer charge below. The customer cost is as follows:¶
Customer cost is \$50 per unit for diagnostics test¶
Customer cost is \$100 per unit for tune-up¶

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DATE OF ISSUE:

DATE EFFECTIVE: With Service Rendered On and After January 1, 2015.

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Deleted: Dealer Referral Network¶

The Dealer Referral Network assists customers in identifying qualified service providers to install energy efficiency improvements recommended and/ or subsidized by the various energy efficiency programs.¶
¶

Deleted: November 26, 2014

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.8

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Current Program Incentive Structures

Residential Load Management / Demand Conservation

Switch Option:

- \$5/month bill credit for June, July, August, and September per air conditioning unit or heat pump on single family home.
- \$2/month bill credit for June, July, August, and September per electric water heater (40 gallon minimum) or swimming pool pump on single family home.
- If new customer registers by May 31, 2014, then a \$25 gift card per air-conditioning unit, heat pump, water heater (40 gallon minimum) and/or swimming pool pump switch installed.
 - Customers in a tenant-landlord relationship will receive the entire \$25 new customer incentive.

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Multi-family Option:

- Tenant - \$2/month bill credit per customer for June, July, August, and September per air conditioning unit, heat pump, or water heater (40 gallon minimum).
- Entire Complex Enrollment – Property owner receives \$2/month incentive per air conditioning or heat pump switch to the premise owner for June, July, August, and September.
- If new customer registers by May 31, 2014, then a \$25 gift card per air-conditioning unit or heat pump installed, where:
 - Customers in a tenant/property owner relationship where the entire complex participates, the property owner will receive a \$25 bonus incentive per air conditioning unit, heat pump, or water heater (40 gallon minimum).
 - Customers in a tenant-landlord relationship where only a portion of the complex participates, the tenant will receive a \$25 gift card new customer incentive.

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Residential Refrigerator Removal Program

The program provides \$50 per working refrigerator or freezer.

DATE OF ISSUE:

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DATE EFFECTIVE: With Service Rendered On
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Deleted: December 31, 2013

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State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.9

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Commercial Load Management / Demand Conservation

Switch Option

- \$5 per month bill credit for June, July, August, ~~and~~ September for air conditioning units up to 5 tons. An additional \$1 per month bill credit for each additional ton of air conditioning above 5 tons based upon unit rated capacity.

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Customer Equipment Interface Option

The Company will offer a Load Management / Demand Response program tailored to a commercial customer's ability to reduce load. Program participants must commit to a minimum of 50 kW demand reduction per control event.

- \$25 per kW for verified load reduction during June, July, August, ~~and~~ September.
- The customer will have access to at least hourly load data for every month of the year which they remain enrolled in the program.
- Additional customer charges may be incurred for metering equipment necessary for this program at costs under other tariffs.

Deleted: The Company will continue to enroll program participants until 10MW curtailable load is achieved.

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Deleted: November 26, 2014

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and After January 1, 2015~~

Deleted: May 31, 2012

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 86.10

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Monthly Adjustment Factors

Residential Service Rate RS, Residential Time-of-Day
 Energy Service Rate RTOD-Energy, Residential
 Time-of-Day Demand Service Rate RTOD-Demand
and Volunteer Fire Department Service Rate VFD

DSM Cost Recovery Component (DCR)
 DSM Revenues from Lost Sales (DRLS)
 DSM Incentive (DSMI)
 DSM Capital Cost Recovery Component (DCCR)
 DSM Balance Adjustment (DBA)
 Total DSMRC for Rates RS, RTOD-Energy, RTOD-Demand, and VFD

Energy Charge
 \$ 0.00~~170~~⁷⁵ per kWh
 \$ 0.00~~000~~⁰⁰ per kWh
 \$ 0.00~~008~~⁰⁴ per kWh
 \$ 0.00~~138~~¹¹ per kWh
 \$ 0.00040 per kWh
 \$ 0.00~~356~~⁶⁶ per kWh

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General Service Rate GS*

DSM Cost Recovery Component (DCR)
 DSM Revenues from Lost Sales (DRLS)
 DSM Incentive (DSMI)
 DSM Capital Cost Recovery Component (DCCR)
 DSM Balance Adjustment (DBA)
 Total DSMRC for Rate GS

Energy Charge
 \$ 0.00~~075~~²⁹ per kWh
 \$ 0.00~~000~~⁰⁰ per kWh
 \$ 0.00~~004~~⁰¹ per kWh
 \$ 0.00~~011~~²⁴ per kWh
 \$ 0.00024 per kWh
 \$ 0.00~~066~~⁶⁹ per kWh

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Power Service Rate PS*

DSM Cost Recovery Component (DCR)
 DSM Revenues from Lost Sales (DRLS)
 DSM Incentive (DSMI)
 DSM Capital Cost Recovery Component (DCCR)
 DSM Balance Adjustment (DBA)
 Total DSMRC for Rate PS

Energy Charge
 \$ 0.00~~029~~⁰⁹ per kWh
 \$ 0.00~~000~~⁰⁰ per kWh
 \$ 0.00~~001~~⁰¹ per kWh
 \$ 0.00~~024~~¹⁵ per kWh
 \$ 0.00015 per kWh
 \$ 0.00~~069~~⁶⁹ per kWh

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Time-of-Day Secondary Service Rate TODS*,
 Time-of-Day Primary Service Rate TODP*,
and Retail Transmission Service Rate RTS*

DSM Cost Recovery Component (DCR)
 DSM Revenues from Lost Sales (DRLS)
 DSM Incentive (DSMI)
 DSM Capital Cost Recovery Component (DCCR)
 DSM Balance Adjustment (DBA)
 Total DSMRC for Rates TODS, and TODP

Energy Charge
 \$ 0.00~~022~~⁰⁸ per kWh
 \$ 0.00~~000~~⁰⁰ per kWh
 \$ 0.00~~001~~⁰¹ per kWh
 \$ 0.00~~003~~¹⁸ per kWh
 \$ 0.00018 per kWh
 \$ 0.00~~008~~⁰⁸ per kWh

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* These charges do not apply to industrial customers taking service under these rates because the Company currently does not offer industrial DSM programs.

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DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: October 16, 2003

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Public Service Commission in Case No.
2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 90.1

Adjustment Clause

FF
Franchise Fee Rider

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.

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DATE EFFECTIVE: October 16, 2003

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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 91

Adjustment Clause

ST
School Tax

APPLICABLE

In all territory served.

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.

RATE

The utility gross receipts license tax authorized under state law.

DATE OF ISSUE:

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Public Service Commission in Case No.
2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 92

Adjustment Clause **HEA**
Home Energy Assistance Program

APPLICABLE

In all territory served.

AVAILABILITY

To all residential customers.

RATE

\$0.25 per meter per month.

BILLING

The HEA charge shall be shown as a separate item on customer bills.

PURPOSE

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.

Deleted: SERVICE PERIOD

Deleted: The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing January 1, 2013 until the effective date of new base rates, or as otherwise directed by the Public Service Commission. The HEA program is approved through September 30, 2015.

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DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2013

ISSUED BY: */s/* Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Public Service Commission in Case No.
2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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).

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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.

COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between customers and Company.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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.

DATE OF ISSUE:

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DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 96.1

TERMS AND CONDITIONS

General

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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Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 97

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 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 months.

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 customers 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.

DATE OF ISSUE: 

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DATE EFFECTIVE: February 6, 2009

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No.10, Original Sheet No. 97.2

TERMS AND CONDITIONS

Customer Responsibilities

POWER FACTOR

Company installs facilities to supply power to its customers 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 the 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 contracted 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 the 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.

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 97.3

TERMS AND CONDITIONS

Customer Responsibilities

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, Customer shall obtain from the property 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 the 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.

CHANGES IN SERVICE

Where Customer is receiving service and desires relocation or change in facilities not supported by additional load, Customer is responsible for the cost of the relocation or change in facilities through a Non-Refundable Advance.

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DATE OF ISSUE:

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DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 with 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.

DATE OF ISSUE:

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DATE EFFECTIVE: February 6, 2009

ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 98.1

TERMS AND CONDITIONS

Company Responsibilities

Notwithstanding the provisions of 807 KAR 5:006, Section 14(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.

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 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.

FIRM SERVICE

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide supplemental or standby service for that load, the customer-generator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service. This requirement does not apply to Net Metering Service (Rider NMS).

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State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 99

TERMS AND CONDITIONS

Character of Service

Electric service, under the rate schedule 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 three-wire service where network system is available.
- 2) Three phase 240 volts three-wire, 480 volts three-wire service, 120/208Y volts four-wire service, or 277/480Y volts four-wire service.

PRIMARY VOLTAGES

According to location, 2400/4160Y volts, 7200/12,470Y 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 such customer's electric load is located.

RESTRICTIONS

1. Except for minor loads, with approval of the 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, a 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 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 the Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 100

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. **DEFINITION OF RESIDENTIAL RATE** - Residential rates are based on service to single family units served through a single meter. Such service may include incidental usage of electricity for home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is practiced by Customer in his residence. Service to both a single family unit and a detached structure may both be served through a single meter, regardless of the meter location, and qualify for the residential service provided the consumption in the non-residential portion of the detached structure is incidental.
2. **DEFINITION OF SINGLE FAMILY UNIT** - A single family unit is a structure or part of a structure used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household. Residential service is not available to transient multi-family structures including, but not limited to, hotels, motels, studio apartments, college dormitories, or any structure without a permanent foundation or attached to sanitation facilities. Fraternity or sorority organizations associated with educational institutions may be classified as residential and billed at the residential rate.
3. **DETACHED STRUCTURES** - If Customer has detached structures that are located at such distance from Customer's residence as to make it impracticable to supply service through customer's residential meter, the separate meter required to measure service to the detached structures will be considered a separate service and billed as a separate customer.
4. **POWER REQUIREMENT** - 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



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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 100.1

TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

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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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 7.

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 customer 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.

Where Company serves a customer with both electric and gas service at the same service location, Company will render a combined bill. Provided, however, a residential customer may request, and Company will render, separate bills under the following conditions: (1) Customer is being threatened with disconnection for non-payment or has already been disconnected for that reason and (2) Customer would be able to pay either the gas or electric portion of his bill and thus retain one service.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 101.1

TERMS AND CONDITIONS

BILLING

assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. 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.

CUSTOMER RATE ASSIGNMENT

If Customer takes service under a rate schedule the eligibility for which contains a minimum or maximum demand parameter (or both), Company will review Customer's demand and usage data at least once annually to determine the rate schedule under which Customer will take service until the next review and rate determination. Company will also conduct such a review and determination upon Customer's request. Company shall not be obligated to change Customer's rate determination based upon detection of a substantial deviation of Customer's demand or usage if, after consultation with Customer, Company determines in its sole discretion that such deviation is not indicative of Customer's likely long-term demand. Similarly, Company may assign Customer to a rate schedule for which Customer would not be eligible based solely on Customer's historical demand or usage, but Company may do so only as part of a review and rate determination that involves consulting with Customer about Customer's likely future demand, as well as Customer's special contract demand, if applicable.

Any such review and rate determination shall be deemed conclusively to be the correct rate determination for Customer for all purposes and for all periods until Company conducts the next such review and determination for Customer. Therefore, Company shall not be liable for any refunds to Customer based upon Customer's rate assignment, and Company shall not seek to back-bill Customer based upon Customer's rate assignment, for any periods between and including such reviews and determinations unless, and only in the event that, a particular review and rate determination are shown to have been materially erroneous at the time they were conducted, in which case Company may be liable for a refund, or may back-bill Customer, only for the period from the erroneous review and determination to the present or the next non-erroneous review and determination, whichever is shorter.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 101.2

TERMS AND CONDITIONS

BILLING

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is then taking service under such a rate schedule, Company will not change Customer's rate assignment; it will remain Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is not then taking service under such a rate schedule, Company will (1) provide reasonable notice to Customer of the options available and (2) assign Customer to the rate schedule Company reasonably believes will be most financially beneficial to Customer based on Customer's historical demand and usage, which assignment Company will change upon Customer's request to take service under another rate schedule for which Customer is eligible. Company shall have no refund obligation or bear any other liability or responsibility for its initial assignment of Customer to a rate for which Customer is eligible; it is at all times Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

Nothing in this section is intended to curtail or diminish Customer's responsibility to choose among optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. Likewise, except as explicitly stated in the paragraph above, nothing in this section creates an obligation or responsibility for Company to assign Customer to a particular rate schedule for which Customer is eligible if Customer is eligible for more than one rate schedule.

CUSTOMER RATE MIGRATION

A change from one rate to another will be effective with the first full billing period following a customer's request for such change, or with a rate change mandated by changes in a customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

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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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 101.3

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 quarterly. 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 the 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 the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1). Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

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 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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Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 8 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, 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 ~~six (6)~~ 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.

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RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service Rate RS - Sheet No. 5, Residential Time-of-Day Energy Service Rate RTOD-Energy - Sheet No. 6, and Residential Time-of-Day Demand Service Rate RTOD-Demand - Sheet No. 7.
- 2) The deposit for a residential customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2). For combination gas and electric customers, the total deposit will be \$260.00.
- 3) Company shall 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.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 102.1

TERMS AND CONDITIONS

DEPOSITS

RESIDENTIAL (Continued)

- 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.

GENERAL SERVICE

- 1) General service customers are those customers served under General Service Rate GS, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$240.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2). The deposit for a General Service customer may be waived when the General Service delivery is to a detached building used in conjunction with a Residential Service and the General Service energy usage is no more than 300 kWh per month.
- 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 percent (10%), 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 KAR5:006, Section 8(1)(d)(1).
- 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 percent (10%), 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 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.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 103

TERMS AND CONDITIONS

Budget Payment Plan

Company's Budget Payment Plan is available to any residential customer served under Residential Service Rate RS or any general service customer served under General Service Rate GS. If a residential customer, who is currently served under Residential Service Rate RS and is currently enrolled in the Budget Payment Plan, elects to take service under Residential Time-of-Day Energy Service Rate RTOD-Energy or Residential Time-of-Day Demand Service Rate RTOD-Demand, such customer would be removed from the Budget Payment Plan and restored to regular billing.

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 the 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 Customer's next budget year.

If Customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove 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 Customer from the provisions of these terms and conditions.



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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 104.1

TERMS AND CONDITIONS

Bill Format

Account Number 3000-2000-0000 Page 2

BILLING INFORMATION	
Late Charge to be Assessed After Due Date	\$2.73

IMPORTANT INFORMATION
<p>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 1,838 pounds of CO2 (carbon). 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. Visit our website at www.lge-ku.com/savingenergy for energy-saving tips designed to help you better manage and lessen the environmental impact of your energy usage.</p> <p>For a copy of your rate schedule, visit www.lge-ku.com or call our Customer Service Department.</p>

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

- Budget Plan
- Auto Pay (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 Auto Pay program. To avoid unintended debits to your bank account, please make sure your KU account balance is current before enrolling in Auto Pay.

Please deduct my Auto Pay 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 Auto Pay 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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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 104.2

TERMS AND CONDITIONS

Bill Format



Customer Service: 1-502-589-1444 (M-F, 7 a.m. to 7 p.m. ET)
 Telephone Payments: 1-502-589-1444, press 1-2-3
 (24 hours a day, \$2.25 fee)
 Walk-In Center: Open Mon-Fri 9 a.m. to 5 p.m. ET
 Online Customer Self-Service: www.lge-ku.com (24 hours a day)

DUE DATE	Pay This Amount
10/21/14	\$54.47

**** ATTENTION ****

See the **Billing Information** section of this bill for important information regarding a possible problem with your meter(s).

Averages for Billing Period	This Year	Last Year
Average Temperature	72°	75°
Number of Days Billed	30	29
Electric/kwh per day	10.5	19.9

ACCOUNT INFORMATION	
Account Number:	3000-1300-0000
Account Name:	LGE CUSTOMER3
Service Address:	1300 ANYSTREET DR APT 13 ANYTOWN KY
Next Read Will Occur:	10/23/14 - 10/27/14
Date Bill Mailed:	08/26/14 (Meter Read Portion 17)

BILLING SUMMARY	
Previous Balance	50.00
Payment(s) Received 8/27 - 9/25	-50.00
Balance as of 9/25	0.00
Current Electric Charges	39.04
Current Gas Charges	14.83
Current Charges as of 9/25	54.47
Total Amount Due	54.47

ELECTRIC CHARGES		
Rate Type: Residential Electric Service	10.75	Meter Reading Information
Basic Service Charge	25.52	Meter # 476143
Energy Charge (\$0.00076 x 316 kWh)	1.72	Actual Reading on 9/25/14
Electric DSM (\$0.00543 x 316 kWh)	0.18	Previous Reading on 8/26/14
Electric Fuel Adjustment (\$0.00056 x 316 kWh)	1.22	Current kwh Usage
Environmental Surcharge (3.190% x \$38.17)	0.25	Meter Multiplier
Home Energy Assistance Fund Charge		Metered kwh Usage
Total Electric Charge	\$59.54	

GAS CHARGES		
Rate Type: Residential Gas Service	13.50	Meter Reading Information
Basic Service Charge	1.08	Meter # 418925
Gas Line Tracker	0.25	Verified Reading on 9/25/14
Home Energy Assistance Fund Charge		Previous Reading on 8/26/14
		7651
		7651

Please see reverse side for additional charges.
 Customer Service 1-502-589-1444

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Winter Help Donation	Amount Enclosed
3000-1300-0000	10/21/14	\$54.47	\$56.10		\$

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

OFFICE USE ONLY:
 MRUJ17813036, G000000
 P59.96
 PF:N eB:E



PO BOX 9001960
 LOUISVILLE, KY 40290-1960

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Service Address: 1300 ANYSTREET DR APT 13

#115296304 58
 LGE CUSTOMER3
 1300 ANYSTREET DR APT 13
 ANYTOWN KY 40213

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 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 104.3

TERMS AND CONDITIONS

Bill Format

Account Number 3000-1300-0000 Page 2

GAS CHARGES (cont)			
Total Gas Charge	\$14.83	Current ccf Usage	0
		Meter Multiplier	1
		Metered ccf Usage	0
BILLING INFORMATION			
Late Charge to be Assessed After Due Date	\$1.83		
<p>ATTENTION: Your electric or gas meter did not register usage for the month. <u>If you were not using this service, please disregard this message unless you wish to discontinue this service.</u> However, if you are using service at this location, there may be a meter malfunction. Please contact our Customer Service Department at 1-502-589-1444. A Company representative will then come by to test the meter's accuracy and condition. By finding these problems early, we can minimize your future liability for any unbilled service.</p>			
IMPORTANT INFORMATION			
<p>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 632 pounds of CO2 (carbon). 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. Visit our website at www.lge-ku.com/savingenergy for energy-saving tips designed to help you better manage and lessen the environmental impact of your energy usage.</p>			
<p>For a copy of your rate schedule, visit www.lge-ku.com or call our Customer Service Department.</p>			

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

- Budget Plan
- Auto Pay (voided check must be provided). Please note that any past due balance on your LG&E account will be debited from your bank account immediately upon enrollment in the Auto Pay program. To avoid unintended debits to your bank account, please make sure your LG&E account balance is current before enrolling in Auto Pay.

Please deduct my Auto Pay Payment from my Checking Account.

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

Signature: _____

Date: _____

Processing Auto Pay 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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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 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 or otherwise delivered, including, but not limited to, electronic mail, to Customer's last known address.
- B. When a dangerous condition is found to exist on the 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 the 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 Customer's or Applicant's 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 (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 15(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

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 105.1

TERMS AND CONDITIONS

Discontinuance of Service

15(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.

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 the 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 Customer's 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, (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 105.2

TERMS AND CONDITIONS

Discontinuance of Service

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 (either mailed or otherwise delivered, including, but not limited to, electronic mail), based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.



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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 Louisville Gas and Electric 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.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 106.2

TERMS AND CONDITIONS

Line Extension Plan

E. OTHER LINE EXTENSIONS (continued)

- 5) Where Customer requires poly-phase service or transformer capacity above 25kVA 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.

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F. OVERHEAD LINE EXTENSIONS FOR 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.

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 Orders. Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 2) 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.
- 3) 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.

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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.

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 106.4

TERMS AND CONDITIONS

Line Extension Plan

H. UNDERGROUND EXTENSIONS

Individual Premises (continued)

- 2) In cases other than those specified in 1) above, 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 ~~\$6.15~~ 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 ~~\$20.37~~ 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.

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.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 106.5

TERMS AND CONDITIONS

Line Extension Plan

H. UNDERGROUND EXTENSIONS

High Density Subdivisions (continued)

- 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 outlines in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify the Company's installing facilities required to meet Customer's 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 demand billing of the monthly electric 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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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Electric No. 10, 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 Louisville Gas and Electric 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, Company shall have the right to take whatever steps, with or without notice and without liability on Company's part, that 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 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 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.

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P.S.C. Electric No. 10, Original Sheet No. 107.1

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

PRIORITY LEVELS (continued)

- 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.

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 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:

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 107.2

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

PRIORITY LEVELS (continued)

- 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.
- 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.

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Louisville Gas and Electric Company

P.S.C. Electric No. 10, Original Sheet No. 107.3

TERMS AND CONDITIONS

Energy Curtailment and Service Restoration Procedures

CURTAILMENT PROCEDURES (continued)

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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Settlement Agreement Exhibit 6
LG&E Gas Tariffs

P.S.C. Gas No. 10
Canceling P.S.C. Gas No. 9

Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky
www.lge-ku.com

Rates, Terms and Conditions for Furnishing

NATURAL GAS SERVICE

In the seventeen counties of the Louisville, Kentucky, metropolitan area
as depicted on territorial maps as filed with the

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 1

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 1.1

GENERAL INDEX Standard Gas Rate Schedules – Terms and Conditions

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Bill Format	104	07-01-15	Deleted: 01-01-15
Discontinuance of Service	105	07-01-15	Deleted: 01-01-15
Gas Main Extension Rules	106	08-01-10	
Gas Service Restrictions	107	02-06-09	
Curtailement Rules	108	07-01-15	Deleted: 01-01-15

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 5

Standard Rate **RGS**
Residential Gas Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Applicable to firm natural gas sales service to residential customers for all domestic purposes in private residences, single occupancy apartments, and common-use areas of multi-purpose occupancy buildings when supplied at a single point of delivery and where distribution mains are adjacent to the premises to be served. Such customers also include tenants billed for natural gas consumption or use by other tenants at the same premises that are metered separately.

The term "residential" customers shall include customers using gas in a single-family residential dwelling or unit for space-heating, air conditioning, cooking, water-heating, incineration, refrigeration, laundry drying, lighting, incidental heating, personal vehicle fueling, or other domestic purposes, including the use of gas in standby electric generation in domestic applications. If an additional separate point of delivery is requested by a residential customer to provide gas for use in standby electric generation, customer shall be served under Standard Rate DGGS. Company shall not be obligated to install an additional service to a residential customer for the purpose of the customer installing equipment for either electric standby generation or personal vehicle fueling.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation or personal vehicle fueling shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Terms and Conditions of the Company's Tariff. Additionally, service for gas for use in standby electric generation and personal vehicle fueling shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

RATE

Basic Service Charge:	\$13.50 per delivery point per month
Plus a Charge Per 100 Cubic Feet:	
Distribution Cost Component	\$ 0.28693
Gas Supply Cost Component	\$ 0.49951
Total Gas Charge Per 100 Cubic Feet	\$ 0.78644

The "Gas Supply Cost Component" as shown above is the cost per 100 cubic feet determined in accordance with the Gas Supply Clause set forth on Sheet No. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet No. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 5.1

Standard Rate
RGS
Residential Gas Service

ADJUSTMENT CLAUSES

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

Gas Line Tracker	Sheet No. 84
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Weather Normalization Adjustment	Sheet No. 88
Franchise Fee and Local Tax	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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

TERMS AND CONDITIONS

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

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State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 9

Standard Rate VFD
Volunteer Fire Department Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available, 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. If an additional separate point of delivery is requested by a volunteer fire department qualifying for aid under KRS 95A.262 to provide gas for use in standby electric generation, customer shall be served under Standard Rate DGGS.

DEFINITION

To be eligible for this rate a volunteer fire department is defined as;

- 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:	\$13.50 per delivery point per month
Plus a Charge Per 100 Cubic Feet:	
Distribution Cost Component	\$ 0.28693
Gas Supply Cost Component	\$ 0.49951
Total Gas Charge Per 100 Cubic Feet	\$ 0.78644

The "Gas Supply Cost Component" as shown above is the cost per 100 cubic feet determined in accordance with the Gas Supply Clause set forth on Sheet No. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet No. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

ADJUSTMENT CLAUSES

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

Gas Line Tracker	Sheet No. 84
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Weather Normalization Adjustment	Sheet No. 88
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

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Louisville Gas and Electric Company

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

Standard Rate

CGS
Firm Commercial Gas Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Applicable to firm natural gas sales service to customers engaged in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multi-family row housing, duplexes, other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences, and other commercial activities when supplied at a single point of delivery and where distribution mains are adjacent to the premises to be served.

Combination commercial and residential accounts shall be considered commercial if usage for commercial purposes is half or more than half of the total service over the course of a year.

The term "commercial" customers shall include customers using gas in activities related to warehousing, distributing, or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, retail bakeries, hospitals, schools, churches, religious or charitable institutions, governmental agencies, other institutions or the like (including local, state, and federal governmental agencies) and for uses other than those involved in manufacturing. Applications related to the use of gas in standby or other electric generation in commercial applications shall not be served under this rate schedule unless (1) such facilities were installed and operating under this Standard Rate CGS before ninety (90) days after August 1, 2010, or (2) such facilities have a total connected load of less than 2,000 cubic feet per hour and are not for the generation of electricity for further distribution, for sale in the open market, or for any purpose other than to provide Customer with standby electric supplies during emergency situations.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Terms and Conditions of the Company's Tariff. Additionally, service for gas for use in standby electric generation shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGGS shall not be permitted.

This schedule is also applicable to natural gas service for street lighting to such entities as certificated homeowners associations, businesses, and local, state, and federal governmental agencies.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 10.1

Standard Rate

CGS
Firm Commercial Gas Service

RATE

Basic Service Charge:

If all of the customer's meters have a capacity < 5000 cf/hr: \$ 40.00 per delivery point per month

If any of the customer's meters have a capacity ≥ 5000 cf/hr: \$180.00 per delivery point per month

Plus a Charge Per 100 Cubic Feet:

Distribution Cost Component \$ 0.21504

Gas Supply Cost Component 0.49951

Total Charge Per 100 Cubic Feet \$ 0.71455

The "Gas Supply Cost Component" as shown above is the cost per 100 cubic feet determined in accordance with the Gas Supply Clause set forth on Sheet No. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet No. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

Off-Peak Pricing Provision:

The "Distribution Cost Component" applicable to monthly usage in excess of 100,000 cubic feet shall be reduced by \$0.05 per 100 cubic feet during the seven off-peak billing periods of April through October. The first 100,000 cubic feet per month during such period shall be billed at the rate set forth above.

ADJUSTMENT CLAUSES

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

Gas Line Tracker	Sheet No. 84
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Weather Normalization Adjustment	Sheet No. 88
Franchise Fee and Local Tax	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 sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 10.2

Standard Rate

CGS
Firm Commercial Gas Service

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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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Louisville Gas and Electric Company

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

Standard Rate IGS
Firm Industrial Gas Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Applicable to firm natural gas sales service to customers engaged in industrial activities that involve manufacturing or other activities that process, create or change raw or unfinished materials into another form or product when supplied at a single point of delivery and where distribution mains are adjacent to the premises to be served.

Combination industrial and commercial accounts shall be considered industrial if usage for industrial purposes is half or more than half of the total service over the course of a year.

The term "industrial" customers shall include customers involved in activities using gas primarily in a process or processes which either involve the extraction of raw materials from the earth, or a change of raw or unfinished materials into another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, asphalt production, vehicular fueling of internal combustion engines, and for other similar uses. Customers using natural gas for vehicular fueling of internal combustion engines must also elect service under Rider NGV. Applications related to the use of gas in standby or other electric generation in industrial applications shall not be served under this rate schedule unless (1) such facilities were installed and operating under this Standard Rate IGS before ninety (90) days after August 1, 2010, or (2) such facilities have a total connected load of less than 2,000 cubic feet per hour and are not for the generation of electricity for further distribution, for sale in the open market, or for any purpose other than to provide Customer with standby electric supplies during emergency situations.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Terms and Conditions of the Company's Tariff. Additionally, Service for gas for use in standby electric generation shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGGS shall not be permitted.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 15.1

Standard Rate IGS
Firm Industrial Gas Service

RATE

Basic Service Charge:	
If all of the customer's meters have a capacity < 5000 cf/hr:	\$ 40.00 per delivery point per month
If any of the customer's meters have a capacity ≥ 5000 cf/hr:	\$180.00 per delivery point per month
Plus a Charge Per 100 Cubic Feet:	
Distribution Cost Component	\$ 0.22779
Gas Supply Cost Component	\$ 0.49951
Total Charge Per 100 Cubic Feet	\$ 0.72730

The "Gas Supply Cost Component" as shown above is the cost per 100 cubic feet determined in accordance with the Gas Supply Clause set forth on Sheet No. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet No. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

Off-Peak Pricing Provision:

The "Distribution Cost Component" applicable to monthly usage in excess of 100,000 cubic feet shall be reduced by \$0.05 per 100 cubic feet during the seven off-peak billing periods of April through October. The first 100,000 cubic feet per month during such period shall be billed at the rate set forth above.

ADJUSTMENT CLAUSES

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

Gas Line Tracker	Sheet No. 84
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 15.2

Standard Rate

IGS
Firm Industrial Gas Service

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% 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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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 20

Standard Rate

AAGS
As-Available Gas Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rate schedule is designed to make available to commercial and industrial customers quantities of natural gas that Company may from time to time have available for sale without impairment of service to customers served under other higher priority rate schedules, and which can be supplied from Company's existing distribution system, subject to the special conditions hereinafter set forth.

This rate shall not be available for gas loads which are predominantly space heating in character. In order to ensure that this rate schedule shall not be available for loads which are predominantly space heating in character and which do not consume substantial quantities of gas throughout the year, customers served hereunder shall be required to consume, when gas is available, at least 50 Mcf each day during each billing cycle at each individual Delivery Point.

Customers served under Rate G-6 and Rate G-7 as of the first effective date of this Rate AAGS shall have the right to elect service under Rate AAGS, Rate CGS, or Rate IGS. Such Customers that elect to transfer from either Rate G-6 or Rate G-7 to service under Rate AAGS may do so without complying with the requirement set forth above that customers served hereunder shall be required to consume, when gas is available, at least 50 Mcf each day during each billing cycle at each individual Delivery Point. Customers not electing service under either Rate CGS or Rate IGS shall receive service hereunder upon the first effective date hereof, irrespective of the November 1 start-date set forth in "Contract-Term" below.

COMPANY NOT OBLIGATED TO CONTINUE SERVICE

Company shall have the right to discontinue the supply of natural gas wholly or in part for such period or periods as, in the sole judgment of Company, may be necessary or advisable to enable it to supply the full gas requirements of its customers served under higher priority rate schedules. Nothing herein shall prevent Company from expanding its obligations under such other rate schedules. Company may decline to accept any additional contracts for service hereunder.

CONTRACT TERM

Customers served under Rate AAGS shall enter a written contract with Company more fully described in the Special Terms and Conditions of this rate schedule. The minimum contract term for service hereunder shall be for a period of at least one (1) year and shall commence on

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 20.1

Standard Rate AAGS
As-Available Gas Service

CONTRACT TERM (continued)

November 1 and be effective through the following October 31, and year to year thereafter, unless terminated by either Company or Customer upon prior written notice on or before the April 30 preceding the October 31 termination date.

Any customer served under Rate CGS or Rate IGS shall provide notice to Company by April 30 of its request for service to be effective commencing on the following November 1.

RATE

Basic Service Charge:
\$400.00 per delivery point per month

Plus a Charge Per Mcf
Distribution Cost Component \$ ~~0.7009~~
Gas Supply Cost Component \$ ~~4.9951~~
Total Charge Per Mcf \$ ~~5.6960~~

The "Gas Supply Cost Component" as shown above is the cost per Mcf determined in accordance with the Gas Supply Clause set forth on Sheet Nos. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet Nos. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

ADJUSTMENT CLAUSES

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

Gas Line Tracker	Sheet No. 84
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

PENALTY FOR FAILURE TO INTERRUPT

Company shall have the right to interrupt sales service under this rate schedule upon eighteen (18) hours' prior notice. Provision of oral notice by telephone to Customer shall be deemed proper notice of interruption of service under this rate schedule.

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 20.2

Standard Rate

AAGS
As-Available Gas Service

PENALTY FOR FAILURE TO INTERRUPT (continued)

In addition to the charges set forth above, if the Customer fails to discontinue the consumption of natural gas at its facility at the conclusion of the eighteen- (18-) hour notice period, Company may charge the Customer the following penalty for each Mcf used during the period of interruption in addition to any other remedy available to Company, including, but not limited to, immediate termination of service under this rate schedule, irrespective of the provisions set forth on "Contract Term", and immediate transfer by Company to either Rate CGS or Rate IGS, as applicable.

Customer shall be charged a per Mcf penalty charge applicable to any unauthorized takes of gas during the period of interruption (excluding Pilot Light Requirements where applicable) equal to \$15.00 plus the higher of the following: either (a) the highest daily mid-point price posted in "*Platts Gas Daily*" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the period of interruption that falls into each monthly billing cycle, or (b) the highest daily mid-point price posted in "*Platts Gas Daily*" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the period of interruption that falls into each monthly billing cycle. Such penalty for failure to interrupt shall be in addition to any other charges under this rate schedule for such unauthorized usage by Customer that occurs following the conclusion of the eighteen- (18-) hour notice of interruption by Company to Customer.

Company shall not be required to provide service under this rate schedule for any Customer that does not comply with the terms or conditions of this rate schedule. Payment of penalty charges hereunder shall not be considered an exclusive remedy for failure to comply with the notice of interruption, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

SPECIAL TERMS AND CONDITIONS

1. Service shall be supplied hereunder only at such times and in such volumes as Company, in its sole judgment, determines that gas is available for such service without impairment of service supplied under other rate schedules.
2. Each customer served hereunder shall be required to enter into a written contract specifying, among other things, realistic monthly requirements for gas under this rate schedule. Such volumes shall be used as the basis for apportionment of gas when the total customer requirements exceed the quantity of gas available for service hereunder.

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/s/ Edwin R. Staton, Vice President
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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 20.3

Standard Rate

AAGS
As-Available Gas Service

SPECIAL TERMS AND CONDITIONS (continued)

3. The customer shall contract under this rate schedule for a specified quantity of gas stated in terms of maximum required deliveries in Mcf per day. On no day shall Company be obligated to supply gas in excess of such contract quantity. In no case will Company be obligated to supply gas to Customer at greater volumes and greater rates of flow than those historically delivered by Company to Customer.
4. Customer shall discontinue taking service upon applicable notice by Company to do so.
5. No gas service whatsoever to Customer's equipment or process served hereunder shall be supplied or permitted to be taken under any other of Company's gas rate schedules during periods of interruption.
6. Upon commencement of service hereunder, Customer shall be required to certify that Customer's alternate fuel facilities are operational and alternate fuel is on site and capable of use. Company may, at its discretion, verify such certification through physical inspection of Customer's facility. In the event that Customer does not have alternate fuel facilities, Customer shall certify that the processes which utilize gas delivered hereunder are capable of complete discontinuance of natural gas use. Company may request Customer to verify either of the foregoing alternatives on an annual basis on or before October 1 of each year. Failure of Customer to annually certify either of the above alternatives shall result, in the sole discretion of Company, in immediate termination of service under this rate schedule and the immediate transfer to the appropriate firm sales rate schedule, either Rate CGS or Rate IGS.
7. Service hereunder must be supplied through a separate meter and physically isolated from any other service provided by Company under other rate schedules.
8. Company shall not be obligated to install or construct any facilities (other than necessary meters and regulators) in order to provide service hereunder.
9. Any Customer contracting for service hereunder, other than a Customer transferring from either Rate G-6 or Rate G-7 as stipulated above, may be required, in the sole discretion of Company, either prior to electing service hereunder or at any time thereafter, to have appropriate remote metering devices. The remote metering devices allow Company to monitor the Customer's usage and determine compliance with notice of interruption of service hereunder. The Customer shall reimburse Company for the cost of the remote metering equipment, for any modifications to Company facilities, and for the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

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/s/ Edwin R. Staton, Vice President
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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 20.4

Standard Rate

AAGS
As-Available Gas Service

SPECIAL TERMS AND CONDITIONS (continued)

Any Customer required to have remote metering as described above shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering.

Any Customer required to have remote metering shall be responsible for providing the necessary and adequate electric and telephone service to provide this metering within thirty (30) days of Company's notice to Customer that such remote metering shall be required. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide such remote metering.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% 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, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.

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State Regulation and Rates
Louisville, Kentucky

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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30

Standard Rate FT
Firm Transportation Service (Transportation Only)

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to existing commercial and industrial customers who consume at least 50 Mcf each day at each individual Delivery Point during each month of the twenty-four (24) months prior to the March 31 service request date, have purchased natural gas elsewhere, obtained all requisite authority to transport such gas to Company's system through the system of Company's Pipeline Transporter, and have requested Company to utilize its system to transport, by displacement, such customer-owned gas to Customer's place of utilization. Customers electing to transfer from another service shall notify Company on or before March 31 and execute a contract by April 30 in order to receive service hereunder beginning November 1 of that same year. The Contract Year shall include the twelve monthly billing periods from November 1 through October 31, of the following calendar year. Service under this rate schedule shall be for a term of one (1) year and year to year thereafter. Unless otherwise permitted herein, Customer or Company may terminate service hereunder effective November 1 by giving written notice to the other by the preceding April 30.

For new customers whose historical gas consumption is not available, Company will determine Customer's eligibility for service hereunder based upon data provided by Customer and such other information as may be available to Company. Company may allow such new customers to begin service hereunder prior to the November 1 date specified above for existing customers.

Customers using natural gas for vehicular fueling of internal combustion engines must also elect service under Rider NGV.

Any such transportation service hereunder shall be conditioned on Company being granted a reduction in billing demands by its Pipeline Transporter corresponding to the Customer's applicable transportation quantities.

Transportation service hereunder will be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Service under this rate schedule shall not be available to customers with a Maximum Daily Quantity ("MDQ") in excess of 20,000 Mcf/day. In the event that Customer's MDQ exceeds 20,000 Mcf/day, Company may terminate service under this rate schedule upon thirty (30) days prior written notice. Additionally, customers using gas to generate electricity for use other than as standby electric service, irrespective of the size of the Customer's MDQ, are not eligible for service under this rate schedule.

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.1

Standard Rate FT
Firm Transportation Service (Transportation Only)

CHARACTER OF SERVICE

Transportation service under this rate schedule shall be considered firm from the Receipt Point at Company's interconnection with its Pipeline Transporter ("Receipt Point") to the Delivery Point at the Customer's place of utilization ("Delivery Point"), subject to paragraph 6 of the Special Terms and Conditions.

Due to the physical configuration of Company's system, and in order to maintain system integrity and reliability, unless otherwise permitted or directed by Company in its sole discretion, the Pipeline Transporter shall be Texas Gas Transmission, LLC.

Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly, Company has no obligation to deliver to the Customer a volume of gas, either daily or monthly, which differs from the volume delivered to Company at the Receipt Point.

Company will provide service to meet imbalances only on an as-available basis. For purposes used herein, "Imbalances" are defined as the difference between the volume of gas delivered by the Customer to the Receipt Point and the volume of gas taken by Customer at the Delivery Point. When Company can provide such service, the Utilization Charge for Daily Imbalances shall apply to daily imbalances in excess of $\pm 5\%$ of the delivered volume of gas as set forth herein. Company shall issue an Operational Flow Order as set forth herein during periods when service cannot be provided to meet daily imbalances.

Customers served under this rate may elect to become a member of an FT Pool pursuant to Rider PS-FT.

RATE

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas, and any other charges set forth herein, the following charges shall apply.

Administrative Charge: \$550.00 per Delivery Point per month

Distribution Charge Per Mcf: \$0.4302

Gas Cost True-Up Charge: The Gas Cost True-Up Charge is applicable only to a former sales Customer that has elected transportation service hereunder. Such Customer shall pay this charge for the first eighteen billing periods that Customer is served under Rate FT. The charge (or credit) per Mcf shall be applied to all volumes delivered by Company pursuant to Rate FT in order to recover from (or refund to) transferring sales customers any under- or over-

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.2

Standard Rate FT
Firm Transportation Service (Transportation Only)

RATE (continued)

collected gas costs as reflected in the GCAA, GCBA, and PBRRC components of the Gas Supply Clause ("GSC") applicable to gas sold during those periods when the transferring customer was a sales customer. The Gas Cost True-Up Charge amount shall be revised with each of Company's quarterly Gas Supply Clause filings.

For customers electing service under Rate FT effective November 1, 2013, the Gas Cost True-Up Charge shall be:

~~\$0.0123~~, per Mcf for Bills Rendered On and After November 1, ~~2015~~

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For customers electing service under Rate FT effective November 1, 2014, the Gas Cost True-Up Charge shall be:

~~\$0.4716~~, per Mcf for Bills Rendered On and After November 1, ~~2015~~

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Minimum Daily Threshold Requirement and Charge: When Customer's daily usage falls below the Minimum Daily Threshold Requirement, Customer will be charged a Minimum Daily Threshold Charge equal to the difference between the Minimum Daily Threshold Requirement and the Customer's actual consumption in Mcf for that day multiplied by the Distribution Charge hereunder. The Minimum Daily Threshold Requirement is equal to the minimum daily volume of 50 Mcf. Such Minimum Daily Threshold Charge shall be accumulated for each day of the applicable month and billed during that month in accordance with the following formula:

Minimum Daily Threshold Charge =

(Minimum Daily Threshold minus Customer Usage on Given Day) times the Distribution Charge

Such daily amount shall be accumulated for each day of the month and the total will be applied to Customer's bill.

Payment of the Minimum Daily Threshold Charge is not a remedy for Customer's failure to meet the Minimum Daily Threshold Requirement for service under Rate FT. In the event that Customer does not meet the Minimum Daily Threshold Requirement for one-hundred twenty (120) days during a given Contract Year, service to Customer under Rate FT may be discontinued by Company. Customer will receive thirty (30) days prior written notice that Customer will be removed from Rate FT and returned to firm sales service under either Rate CGS or IGS as applicable.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.3

Standard Rate FT
Firm Transportation Service (Transportation Only)

RATE (continued)

Other: In the event that Customer is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then Customer shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

ADJUSTMENT CLAUSES

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

Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be

IMBALANCES

Company will calculate on a daily and monthly basis the Customer's imbalance resulting from the difference between the metered usage of the Customer and the volumes that the Customer has delivered into Company's system. This will be calculated as follows:

$$\text{Imbalance} = \text{Metered Usage} - \text{Delivered Volume}$$

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

$$\text{Imbalance \%} = \frac{(\text{Metered Usage} - \text{Delivered Volumes})}{\text{Delivered Volume}}$$

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.4

Standard Rate FT
Firm Transportation Service (Transportation Only)

CASH-OUT PROVISION FOR MONTHLY IMBALANCES

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from Customer at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the Customer's monthly imbalance percentage to be applied as follows:

When Total Net Negative Imbalance Percentage is:	The following percentage shall be multiplied by the above-determined amount:
0% to ≤5%	100%
>5% to ≤10%	90%
>10% to ≤15%	80%
>15% to ≤20%	70%
>20%	60%

If the monthly imbalance is positive (an under-delivery into Company's system), Customer shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.6

Standard Rate FT
Firm Transportation Service (Transportation Only)

UTILIZATION CHARGE FOR DAILY IMBALANCES (continued)

Daily Demand Charge: \$0.1577 per Mcf
Daily Storage Charge: \$0.1833
Utilization Charge for Daily Imbalances: \$0.3410 per Mcf

Note: The Daily Demand Charge may change with each filing of the GSCC.

These charges are in addition to any other charges set forth herein. The Utilization Charge for Daily Imbalances will not be applied to daily imbalances which do not exceed $\pm 5\%$ of the delivered volume unless an OFO has been issued. If an OFO has been issued, the Utilization Charge for Daily Imbalances shall apply to daily imbalances which exceed 0% for customers in violation of the OFO directive, either "condition (a)" or "condition (b)" as applicable and further described below under "Operational Flow Orders". Customers not in violation of the OFO directive, either "condition (a)" or "condition (b)" as applicable, will continue to be assessed the Utilization Charge for Daily Imbalances on volumes which exceed the 5% daily tolerance. Company shall not have an obligation to provide balancing service for any volumes of gas hereunder.

OPERATIONAL FLOW ORDERS

Company shall have the right to issue an Operational Flow Order ("OFO") which will require actions by Customer to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. Customer shall be responsible for complying with the directives contained in the OFO.

Notice of an OFO shall be provided to Customer at least twenty-four (24) hours prior to the beginning of the gas day for which the OFO is in effect and shall include information related to the OFO. Customer shall respond to an OFO by adjusting its deliveries to Company's system as directed in the OFO within the specified timeframe. If Customer is a member of an FT Pool, it is the responsibility of the FT Pool Manager, not Company, to convey OFOs to Customers in its FT Pool.

Upon issuance of an OFO, Company will direct Customer to comply with one of the following conditions: (a) Customer must take delivery of an amount of natural gas from Company that is no more than the daily amount being delivered by the Pipeline Transporter to Company for Customer; or (b) Customer must take delivery of an amount of natural gas from Company that

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.7

Standard Rate FT
Firm Transportation Service (Transportation Only)

OPERATIONAL FLOW ORDERS (continued)

is no less than the daily amount being delivered by the Pipeline Transporter to Company for Customer. Customer shall respond to an OFO by either adjusting its deliveries to Company's system or its consumption at its facility. All volumes taken by Customer in excess of volumes delivered by Pipeline Transporter to Company for Customer in violation of the above "condition (a)" OFO shall constitute an unauthorized receipt by Customer from Company. All volumes taken by Customer less than volumes delivered by Pipeline Transporter to Company for Customer in violation of the above "condition (b)" OFO shall constitute an unauthorized delivery by Customer to Company. Unauthorized receipts or deliveries during the effectiveness of an OFO shall be subject to an OFO Charge per Mcf for each Mcf of unauthorized receipts or deliveries, as applicable. Customer shall be subject to the OFO Charge on the day for which the OFO was violated, plus the applicable UCDI charges and any other charges under this rate schedule for such unauthorized receipts or deliveries that occur.

Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT.

The OFO Charge per Mcf shall be equal to \$15.00 plus the higher of the following: either (a) the daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the OFO was violated, or (b) the daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the OFO was violated. Such OFO Charge shall be in addition to any other charges under this rate schedule. Company will not be required to provide service under this rate schedule for any Customer that does not comply with the terms or conditions of an OFO. Payment of OFO Charges hereunder shall not be considered an exclusive remedy for failure to comply with the OFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

OPTIONAL SALES AND PURCHASE TRANSACTION

Customer may agree to sell its natural gas supplies to Company, and Company may agree to purchase natural gas supplies from Customer pursuant to Company's Curtailment Rules. If Company purchases natural gas from Customer, such gas will not be redelivered to Customer, and Customer shall discontinue or otherwise interrupt the usage of such natural gas.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.9

Standard Rate FT
Firm Transportation Service (Transportation Only)

SPECIAL TERMS AND CONDITIONS (continued)

system for Customer's account. Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by Customer to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from Customer daily nominations, or changes thereto, that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company. Company will not be obligated to utilize its underground storage capacity for purposes of this service.

3. In no case will Company be obligated to deliver gas, including both gas transported and gas sold, to Customer in greater volumes or at greater rates of flow than those specified in the written contract between Customer and Company. The maximum daily volume that Company shall be obligated to deliver shall be referred to as the Maximum Daily Quantity ("MDQ"). The MDQ is the maximum daily volume of gas, as determined by Company, based on Customer's historical daily metered volumes. In the event that historical daily metered volumes are not available, Company will determine the MDQ based upon data provided by Customer and/or monthly metered data. Once historical daily metered data becomes available, the MDQ will be subject to revision by Company on an annual basis.
4. Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Terms and Conditions of this Tariff.
5. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
6. Company will have the right to curtail or interrupt the transportation or delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
7. Should Customer be unable to deliver sufficient volumes of transportation gas to Company's system, Company will not be obligated hereunder to provide standby quantities for purposes of supplying such Customer requirements.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.10

Standard Rate FT
Firm Transportation Service (Transportation Only)

SPECIAL TERMS AND CONDITIONS (continued)

- 8. Company shall not be required to render service under this rate schedule to any Customer that fails to comply with any and all of the terms and conditions of this rate schedule.

TERMS AND CONDITIONS

Service under this rate is subject to Company's Terms and Conditions governing the supply of gas service as incorporated in this Tariff, to the extent that such Terms and Conditions are not in conflict with nor inconsistent with the specific provisions hereof.



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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 35

Standard Rate **DGGS**
Distributed Generation Gas Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Applicable to firm natural gas sales service to customer-owned electric generation facilities except (i) when such natural gas is limited to the production of electricity for Customer's own use during emergency situations during which Customer's normal supply of electricity is not otherwise available, and (ii) when such electric generation facilities have a total connected load of less than 2,000 cubic feet per hour. Natural gas purchased for electric generation facilities with a total connected load of 2,000 or more cubic feet per hour, or purchased to generate electricity for further distribution, for sale in the open market, or for any purpose other than to provide Customer with standby electrical supplies during emergency situations shall be subject to this tariff. Additionally, service under this Standard Rate DGGS shall be applicable only to electric generation facilities described above and installed and operating on and after ninety (90) days after August 1, 2010, (and therefore not eligible for service under Standard Rates CGS or IGS) by commercial and industrial customers.

Service hereunder shall be at a single delivery (custody transfer) point and where distribution mains are adjacent to the premises to be served. Gas sales service provided hereunder shall be metered and billed separately from gas service provided under any other rate schedule.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

Sales service hereunder shall be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other customers. Company may decline to accept customers under this rate schedule with a connected load of more than 8,000 cubic feet per hour. Availability of gas service under this rate schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's sole discretion. Company shall not be obligated to make modifications or additions to its gas system to serve loads under this rate schedule.

If an additional separate point of delivery is requested by a residential customer to provide gas for use in standby electric generation, such residential customer shall be served under Rate DGGS.

CHARACTER OF SERVICE

Gas sales service under this rate schedule shall be considered firm.

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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 35.1

Standard Rate **DGGS**
Distributed Generation Gas Service

RATE

In addition to any other charges set forth herein, the following charges shall apply.

Basic Service Charge:

If all of the customer's meters have a capacity < 5000 cf/hr: \$ 40.00 per delivery point per month

If any of the customer's meters have a capacity ≥ 5000 cf/hr: \$180.00 per delivery point per month

Demand Charge per 100 cubic feet of Monthly Billing Demand: \$1.1263

Plus a Charge Per 100 Cubic Feet:

Distribution Cost Component \$0.03329
Gas Supply Cost Component 0.49951
Total Charge Per 100 Cubic Feet \$0.53280

The "Gas Supply Cost Component" as shown above is the cost per 100 cubic feet determined in accordance with the Gas Supply Clause set forth on Sheet No. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet No. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

The total monthly minimum bill shall be the sum of the minimum monthly Demand Charge and the Monthly Basic Service Charge.

In no case shall Company be obligated to deliver greater volumes hereunder than those specified in the written contract between Customer and Company. Payment of any and all charges hereunder shall not be considered an exclusive remedy for takes in excess of the maximum daily quantity ("MDQ"), nor shall the payment of such charges be considered a substitute for any other remedy (including, but not limited to, physical discontinuance or suspension of service hereunder) available to Company.

ADJUSTMENT CLAUSES

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

Gas Line Tracker	Sheet No. 84
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

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State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 35.2

Standard Rate

DGGS
Distributed Generation Gas Service

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

SPECIAL TERMS AND CONDITIONS

1. Service under this rate schedule shall be performed under a written contract between Customer and Company setting forth specific arrangements as to the volumes to be sold by Company to Customer, and any other matters relating to individual customer circumstances.
2. The minimum contract term for service hereunder shall be for a period not less than five (5) years commencing from the effective date thereof.
3. Such written contract shall specify the minimum delivery pressure, the maximum hourly rate ("MHR"), and the maximum daily quantity ("MDQ"). The MHR is the maximum hourly gas load in 100 cubic feet that the Customer's installation will require when operating at full capacity. The MDQ shall be twenty-four (24) times the MHR. The MDQ is the Monthly Billing Demand and shall not be less than 480 (four hundred and eighty) Ccf.
4. In no case shall Company be obligated to make deliveries hereunder at a pressure greater than thirty (30) psig, or the prevailing line pressure, whichever is less.
5. Increases in the MDQ may be requested annually by Customer. Customer may request Company to increase the MDQ at least ninety (90) days in advance of the anniversary date of the written contract. Such increases in the MDQ that are acceptable to Company in its sole discretion shall be effective on the anniversary date of the effective date of the written contract.
6. In the event that Company agrees to install any Company-owned facilities required to serve Customer, such facilities to be installed by Company shall be specified in the written contract and the cost of such facilities and installation thereof shall be paid by Customer to Company.

TERMS AND CONDITIONS

Service under this rate is subject to Company's Terms and Conditions governing the supply of gas service as incorporated in this Tariff, to the extent that such Terms and Conditions are not in conflict with nor inconsistent with the specific provisions hereof.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 45

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 19, and the results show the meter is within the limits allowed by 807 KAR 5:022, Section 8(3)(a)1, and Section 8(3)(b)1, the Customer will be charged \$90.00 to cover the test and transportation costs.

DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$28.00 will be made to cover disconnection and reconnection of gas 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. If both gas and electric services are reconnected at the same time, the total charge for both services shall be \$28.00. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.

Customers under Gas Rates RGS, CGS, IGS, and AAGS may request and be granted temporary suspension of gas service. In the event of such temporary suspension, Company will make a charge of \$28.00 to cover disconnection and reconnection of gas service, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for both services shall be \$28.00. Customers taking service under Riders TS-2, GMPS, and EF shall not be eligible for such temporary suspension of service.

INSPECTION CHARGE

With respect to Customer's service line and house line inspections prior to initiation or resumption of gas service, Company will make two such inspections without charge. When more than two trips are necessary to complete the inspections at any one location, a charge of \$150.00 will be made for each additional trip.

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 45.1

Special Charges

CHARGE FOR TEMPORARY AND SHORT TERM SERVICE

The customer shall pay the cost of all material, labor and expense incurred by Company in supplying gas service for any temporary or short term use, in addition to the regular rates for service without pro-rating of rate blocks or minimum charges for service of less than thirty days in a regular meter reading period.

ADDITIONAL TRIP CHARGE

Under Rate FT, Rider TS-2, and Rider GMPS, if the Company is required to make additional visits to the meter site due to the Company's inability to gain access to the meter location, or the necessary Communication Link (such as electric and telephone service) has not been properly installed by Customer, or the Customer's Communication Link is not working properly, the Company may charge the Customer for any additional trip to the site at a per-visit rate of \$150.00.



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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 51

Standard Rate Rider

TS-2

Gas Transportation Service/Firm Balancing Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to existing commercial and industrial customers served under Rates AAGS, CGS, and IGS who consume at least 15,000 Mcf annually at each individual Delivery Point during the two (2) years ending with the March 31 service request date.

Customers electing service under this rider shall notify Company on or before March 31 and execute a contract by April 30 in order to receive service hereunder beginning November 1 of that same year. The Contract Year shall include the twelve monthly billing periods from November 1 through October 31, of the following calendar year. Service under this rider shall be for a term of one (1) year and year to year thereafter. Unless otherwise permitted herein, Customer or Company may terminate service hereunder effective November 1 by giving written notice to the other by the preceding April 30.

For new customers whose historical gas consumption is not available, Company will determine Customer's eligibility for service hereunder based upon data provided by Customer and such other information as may be available to Company. Company may allow such new customers to begin service hereunder prior to the November 1 date specified above for existing customers.

Customer shall have purchased natural gas elsewhere, and request Company to utilize its system to transport, by displacement, such customer-owned gas to place of utilization

In addition, transportation service hereunder will be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Service under this rider shall not be available to Customers with a Maximum Daily Quantity ("MDQ") in excess of 5,000 Mcf/day. In the event that Customer's MDQ exceeds 5,000 Mcf/day, Company may terminate service under this rider upon thirty (30) days prior written notice. Additionally, Customers using gas to generate electricity for use other than as standby electric service, irrespective of the size of the Customer's MDQ, are not eligible for service under this rider.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 51.1

Standard Rate Rider

TS-2

Gas Transportation Service/Firm Balancing Service

CHARACTER OF SERVICE

Transportation service under this rider shall be considered firm from the Receipt Point at Company's interconnection with its Pipeline Transporter ("Receipt Point") to the Delivery Point at the Customer's place of utilization ("Delivery Point"), subject to paragraph 6 of the Special Terms and Conditions.

Due to the physical configuration of Company's system, and in order to maintain system integrity and reliability, unless otherwise permitted or directed by Company in its sole discretion, the Pipeline Transporter shall be Texas Gas Transmission, LLC.

Company will provide service to meet imbalances on a firm basis. For purposes used herein, "Imbalances" are defined as the difference between the volume of gas delivered by the Customer to the Receipt Point and the volume of gas taken by Customer at the Delivery Point.

Customers served under this rider must designate a third-party TS-2 Pool Manager and become a member of a TS-2 Pool pursuant to Rider PS-TS-2.

Company shall issue an Action Alert as set forth in Rider PS-TS-2 when, in Company's sole discretion, such Action Alert is required to manage loads served under Rider TS-2. It is the responsibility of the TS-2 Pool Manager, not Company, to convey Action Alerts to Customers in the TS-2 Pool.

Any imbalances (over- or under-deliveries) incurred by TS-2 Pool Manager on behalf of Customer shall be resolved through the application of the cash-out mechanism incorporated in Rider PS-TS-2.

RATE

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas, the following charges shall apply:

Administrative Charge: \$550.00 per Delivery Point per month

	CGS	IGS	AAGS
Distribution Charge Per Mcf	\$2.1504	\$2.2779	\$0.7009
Pipeline Supplier's Demand Component	0.7684	0.7684	0.7684
Total	\$2.9188	\$3.0463	\$1.4693

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 51.2

Standard Rate Rider

TS-2

Gas Transportation Service/Firm Balancing Service

RATE (continued)

The "Distribution Charge" applicable to Rate CGS and IGS monthly quantities in excess of 100 Mcf shall be reduced by \$0.50 per Mcf during the seven off-peak billing periods of April through October. The first 100 Mcf per month during such period shall be billed at the rate set forth above.

Pipeline Supplier's Demand Component: Average demand cost per Mcf of all gas, including transported gas, delivered to Company by its pipeline supplier as determined from Company's Gas Supply Clause.

Gas Cost True-Up Charge: The Gas Cost True-Up Charge is applicable only to a former sales Customer that has elected transportation service hereunder and not previously served under Rate FT. Such Customer shall pay this charge for the first eighteen billing periods that Customer is served under Rider TS-2. The charge (or credit) per Mcf shall be applied to all volumes delivered by Company pursuant to Rider TS-2 in order to recover from (or refund to) transferring sales customers any under- or over-collected gas costs as reflected in the GCAA, GCBA, and PBRR components of the Gas Supply Clause ("GSC") applicable to gas sold during those periods when the transferring customer was a sales customer. The Gas Cost True-Up Charge amount shall be revised with each of Company's quarterly Gas Supply Clause filings.

For customers electing service under Rider TS-2 effective November 1, 2013, the Gas Cost True-Up Charge shall be:

~~\$0.0123~~ per Mcf for Bills Rendered On and After November 1, ~~2015~~

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For customers electing service under Rider TS-2 effective November 1, 2014, the Gas Cost True-Up Charge shall be:

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~~\$0.4716~~ per Mcf for Bills Rendered On and After November 1, ~~2015~~

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Minimum Annual Threshold Requirement and Charge: When Customer's annual usage falls below the Minimum Annual Threshold Requirement, Customer will be charged a Minimum Annual Threshold Charge equal to the difference between the Minimum Annual Threshold Requirement of 15,000 Mcf and the Customer's actual consumption in Mcf during each Contract Year which difference shall be multiplied by the peak period Distribution Charge of the applicable sales rate schedule. Such Minimum Annual Threshold Charge shall be billed during the month following the close of the Contract Year in accordance with the following formula

Minimum Annual Threshold Charge =

(Minimum Annual Threshold minus Customer's Annual Usage) times the Peak Period Distribution Charge

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 51.4

Standard Rate Rider

TS-2

Gas Transportation Service/Firm Balancing Service

SPECIAL TERMS AND CONDITIONS

1. Service under this rider shall be performed under a written contract between Customer and Company setting forth specific arrangements as to volumes to be transported by Company for Customer, TS-2 Pool Manager designated by Customer, points of delivery, timing of receipts and deliveries of gas by Company, and any other matters relating to individual customer circumstances.

Customer may appoint only one TS-2 Pool Manager for a given period. If Customer elects to change its TS-2 Pool Manager, Customer shall notify Company and execute and return the required documentation of its election to change its TS-2 Pool Manager at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective. Except as provided for in Rider TS-2, no customer may transfer from one TS-2 Pool to another more frequently than once during a Contract Year. In appointing a TS-2 Pool Manager, Customer acknowledges that it has appointed the designated TS-2 Pool Manager to act as its limited agent in the performance of certain stated functions and to assume certain stated responsibilities with regard to transportation under Rider TS-2, including the requesting and receiving of information, the scheduling of gas flows, and all related duties. Customer will continue to be responsible for any and all costs, fees, and other liabilities as the result of the actions or inactions of TS-2 Pool Manager as its limited agent. Customer shall indemnify, defend, and hold Company harmless from any costs (including, but not limited to, reasonable attorney fees), expenses, losses, or liabilities, incurred (a) as a result of Company's performance when relying upon the authority of the TS-2 Pool Manager, (b) as a result of Company's reliance upon Customer's representation that it has express authority to appoint said TS-2 Pool Manager as its limited agent, and (c) due to the Customer's or TS-2 Pool Manager's failure to strictly comply with the provisions of Rider TS-2 or Rider PS-TS-2.

2. In no case will Company be obligated to deliver gas to Customer in greater volumes or at greater rates of flow than those specified in the written contract between Customer and Company. The maximum daily volume that Company shall be obligated to deliver shall be referred to as the Maximum Daily Quantity ("MDQ"). The MDQ is the maximum daily volume of gas, as determined by Company, based on Customer's historical daily metered volumes. In the event that historical daily metered volumes are not available, Company will determine Customer's MDQ based upon data provided by Customer and/or monthly metered data. Once historical daily metered data becomes available, the MDQ will be subject to revision by Company on an annual basis.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 51.5

Standard Rate Rider

TS-2

Gas Transportation Service/Firm Balancing Service

SPECIAL TERMS AND CONDITIONS (continued)

3. Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Terms and Conditions of this Tariff.
4. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
5. Company will have the right to curtail or interrupt the transportation or delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
6. In the event of an interruption of service to a Customer served under Rate AAGS, as provided for in that rate schedule, Customer shall discontinue the use of natural gas as specified therein, be subject to the penalties set forth therein, and discontinue deliveries of natural gas hereunder.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict with nor inconsistent with the specific provisions hereof.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 52

Standard Rate Rider

GMPS
Gas Meter Pulse Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Applicable to all commercial and industrial customers that request the Company to install a gas meter pulse generator which is a meter-related service not otherwise provided by the Company. This service is only available for customer metering sites using positive displacement meters, orifice meters, or ultrasonic metering technology, so long as the meter capacity is 3,000 cubic feet per hour or greater..

CHARACTER OF SERVICE

The service provided hereunder is a pulse generator (dry electrical contact closure) suitable for generating electrical pulses.

For customers not served under Rate Schedule FT or Rider TS-2, a separate pulse generator will be provided for each gas meter installed at the customer's metering site. Each contact closure cycle on a pulse generator represents a pre-determined natural gas volume. The volume will vary at different meter installations, and will thus be communicated to the Customer at the time of installation. Pressure and temperature correcting factors may need to be applied by the Customer.

For customers served under Rate Schedule FT or Rider TS-2, a separate pulse generator will be totaled for gas meters at the customer's metering site. Each contact closure cycle on a pulse generator represents a pre-determined natural gas volume. The volume will vary at different meter installations, and will thus be communicated to the Customer at the time of installation. Pressure and temperature correcting factors are applied to the volumes provided and need not be applied by the Customer.

The Customer shall be responsible for providing and maintaining the necessary and adequate electric and telephone service ("Communication Links") per the Company's specifications.

The Company will provide the pulse generator(s). Customer Installed Equipment is any equipment or wiring installed by the Customer, or someone other than Company acting on behalf of Customer, and could include, but would not be limited to, any device such as a data concentrator, totalizer, programmable logic controller, remote terminal unit, or similar equipment used for the purpose of collecting the pulse data. Customer is responsible for installation of wiring to the pulse generator(s) and is responsible for providing the wetting voltage necessary to generate electrical pulses, as well as all dielectric isolation fittings, surge protection and electrical barriers. The wetting voltage must be a regulated DC voltage of 30 volts or less and

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 52.1

Standard Rate Rider

GMPS
Gas Meter Pulse Service

CHARACTER OF SERVICE (continued)

10 mA or less, or as otherwise determined by the Company. If Customer Installed Equipment is located within fifteen (15) feet of any gas pipeline flanges, gas regulators, or gas pressure relief devices; or if gas meters are installed in an enclosed space, then Customer Installed Equipment must be installed in accordance with National Electrical Code Class 1 Division 2 requirements.

A failure of the pulse generator will not be detected by Company on any routine meter reading nor necessarily during other operations. Therefore, Customer is required to recognize and report any problems with the pulse generator.

RATE

In addition to any other charges set forth herein, the following charges shall apply.

For Customers Served Under Rate Schedule FT or Rider TS-2:
Monthly Charge: \$ 7.17

For Customers Not Served Under Rate Schedule FT or Rider TS-2:
Monthly Charge: \$24.34

If replacement of the Gas Meter(s) is necessary for the installation of a pulse generator, then Customer shall be responsible for the actual meter and meter installation cost of such Gas Meter(s). Customer shall be responsible for making at its cost any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in the event a replacement Gas Meter is necessary or as otherwise required by Company to facilitate this service.

SPECIAL TERMS AND CONDITIONS

1. All Customer Installed Equipment shall be owned, maintained and operated by Customer at its sole cost, including the installation thereof. Dielectric isolation fittings, surge protection and electrical barriers will be used by Customer at Customer's cost when connecting to Company's meter facilities. There may be instances where Company determines, in its sole discretion, that dielectric isolation fittings are not necessary. If such fittings are not determined to be necessary, Company shall notify the Customer in writing. All connections of Customer Installed Equipment to Company facilities and equipment will be made by Company or witnessed by Company's representatives. If applicable, all of Customer's Installed Equipment must be installed within fifty feet of Company's metering telemetry equipment. The Company has the right to inspect Customer's installed equipment, prior to initiating the pulse out service, but has no obligation to do so, and in conducting any inspection the Company is not undertaking or accepting any obligation, responsibility or duty whatsoever with regard to Customer Installed Equipment.

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P.S.C. Gas No. 10, Original Sheet No. 52.2

Standard Rate Rider

GMPS
Gas Meter Pulse Service

SPECIAL TERMS AND CONDITIONS (continued)

2. Customer agrees and understands that pulse data generated by service under this tariff shall not be used for purposes of billing by Company for natural gas volumes used by the Customer. Furthermore, Customer agrees and understands the pulse generator(s) supplied do not represent a rate of flow, but only a total volume, and should not be used for process control or other purposes.
3. Customer warrants that Customer will not use pulse data in a manner that could result in or create an unsafe condition of any kind or type should the data signal from Company's natural gas metering equipment be lost or inaccurate for any reason whatsoever. Customer further warrants that any installation, operation, maintenance, repair, replacement or removal of Customer Installed Equipment shall not interfere with Company's access to or operation and maintenance of its facilities or equipment.
4. Company shall not be required to restore any lost data signal. Company reserves the right to upgrade, change, alter or remove any portion or all of Company's facilities, discontinue the data signal or require removal or disconnection of Customer's Installed Equipment, for any reason and without liability to Customer, with prior written notice to Customer. Customer may report data loss or interruptions during normal working hours to the Company. If Customer fails to comply within the time set forth in Company's written request, Company shall have the right to immediately remove Customer Installed Equipment without liability to Customer, and Customer shall reimburse Company for the actual cost of removing said Equipment. All costs associated with responding to Customer's calls and problems relating to service hereunder (including but not limited to call-out, overtime and call-back) shall be paid by Customer upon receipt of Company's invoice.
5. Company makes no representation and provides no warranty or guarantee relating to the operation of, or accuracy or availability of, the data signal provided through Company's equipment. Data received is for informational purposes only, and Company shall not be liable for Customer's use of Company's equipment or data taken therefrom for any purpose.
6. Either party may terminate service under this Rate Schedule upon sixty (60) days prior written notice. Customer shall immediately disconnect and remove Customer's Installed Equipment upon termination, or shall request Company to do so at Customer's sole cost.

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P.S.C. Gas No. 10, Original Sheet No. 52.3

Standard Rate Rider

GMPS
Gas Meter Pulse Service

SPECIAL TERMS AND CONDITIONS (continued)

7. Customer shall indemnify, defend and hold Company, its parents, affiliates and subsidiaries and their officers, directors, and employees harmless, to the extent allowed by law, from and against any and all claims, suits, causes of action, liabilities, losses, damages, penalties, fines, fees, assessments, costs and expenses (including attorney's fees and costs incurred in any action or proceeding between Company and Customer or Company and a third party) whatsoever for damages to property or injuries or death to persons (including but not limited to Company's and/or Customer's employees or contractors), arising directly or indirectly from the installation, operation, maintenance, repair, removal, or use of Customer Installed Equipment or involving any inaccurate pulse data or the reliance of Customer or any third party on any pulse data provided pursuant to service hereunder.

TERMS AND CONDITIONS

Service under this rate is subject to Company's Terms and Conditions governing the supply of gas service as incorporated in this Tariff, to the extent that such Terms and Conditions are not in conflict with nor inconsistent with the specific provisions hereof.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 59

Standard Rate Rider

PS-TS-2
Pooling Service – Rider-TS-2

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to TS-2 Pool Managers.

Service under this rider shall not be available for new pool managers until the November 1 following the effective date of this rider.

For the purpose of this rider, a "TS-2 Pool Manager" is defined as an entity which has been appointed by a customer or group of customers served under Rider TS-2 to perform the functions and responsibilities of requesting and receiving information, nominating supply, and other related duties. A customer served under Rider TS-2 must join a Rider PS-TS-2 pool managed by a third-party Pool Manager.

RATE

In addition to any charges billed directly to TS-2 Pool Manager as a result of the application of this rider or to Customer as a result of the application of Rider TS-2, the following charge shall apply to the TS-2 Pool Manager:

PS-TS-2 Pool Administrative Charge: \$75 per Customer in TS-2 Pool per month

Other: In the event that TS-2 Pool Manager is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then TS-2 Pool Manager shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

CHARACTER OF SERVICE

Service under this rider allows a TS-2 Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more transportation customers that comprise a PS-TS-2 Pool.

The TS-2 Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of the Customers in the TS-2 Pool.

The TS-2 Pool Manager must secure its own upstream capacity from Pipeline Transporter to meet the requirements of the Customers in the TS-2 Pool, up to the total Maximum Daily Quantity of the Customers who are in the TS-2 Pool.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 59.1

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

ACTION ALERTS

Company shall have the right to issue an Action Alert ("AA") which will require actions by the TS-2 Pool Manager to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. It is the responsibility of the Pool Manager, not Company, to convey an AA to Customers in its TS-2 Pool. Pool Manager shall be responsible for complying with the directives contained in the AA.

Notice of an AA shall be provided to TS-2 Pool Manager at least eighteen (18) hours prior to the beginning of the gas day for which the AA is in effect. TS-2 Pool Manager shall respond to an AA by adjusting its deliveries to Company's system as directed in the AA within the specified timeframe.

Upon issuance of an AA, Company will direct TS-2 Pool Manager to deliver to Company from 0% to 100% of the total MDQ of those Customers in the TS-2 Pool (the PMDQ as defined hereafter). Each Mcf delivered by TS-2 Pool Manager that differs (either more or less) from the volume specified in the AA shall be subject to an Action Alert Charge.

Company may, in its sole discretion, issue an AA to an individual Pool Manager taking service under Rider PS-TS-2 without issuing an AA to all Pool Managers taking service under Rider PS-TS-2.

The Action Alert Charge per Mcf shall be equal to \$5.00 plus the higher of the following: either (a) the daily mid-point price posted in "*Platts Gas Daily*" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the AA was violated, or (b) the daily mid-point price posted in "*Platts Gas Daily*" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the AA was violated. Such Action Alert Charge shall be in addition to any other charges under this rider.

Company will not be required to provide service under this rider for any TS-2 Pool Manager that does not comply with the terms or conditions of an AA. Payment of Action Alert Charges hereunder shall not be considered an exclusive remedy for failure to comply with an AA, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 59.2

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

IMBALANCES

Company will calculate on a daily and monthly basis the TS-2 Pool Manager's imbalance resulting from the difference between the metered usage of the Customers in the TS-2 Pool and the volumes that the TS-2 Pool Manager has delivered into Company's system for the Customers in the TS-2 Pool. This will be calculated as follows:

$$\text{Imbalance} = \text{Metered Usage} - \text{Delivered Volumes}$$

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

$$\text{Imbalance \%} = \frac{(\text{Metered Usage} - \text{Delivered Volumes})}{\text{Delivered Volumes}}$$

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

CASH-OUT PROVISION FOR MONTHLY IMBALANCES

The cash-out provision shall be applied against the aggregate volume of all Customers in a specific TS-2 Pool. The TS-2 Pool Manager will be responsible for the payment of the cash-out charges incurred by the TS-2 Pool as a result of imbalances under Rider TS-2.

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from TS-2 Pool Manager at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the TS-2 Pool Manager's monthly negative imbalance percentage to be applied as follows:

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Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

CASH-OUT PROVISION FOR MONTHLY IMBALANCES (continued)

When Total Net Negative Balance Percentage is:	The following percentage shall be multiplied by the above-determined amount:
0% to ≤5%	100%
>5% to ≤10%	90%
>10% to ≤15%	80%
>15% to ≤20%	70%
>20%	60%

If the monthly imbalance is positive (an under-delivery into Company's system), TS-2 Pool Manager shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the TS-2 Pool Manager's monthly imbalance percentage to be applied as follows:

When Total Net Positive Imbalance Percentage is:	The following percentage shall be multiplied by the above-determined amount:
0% to ≤5%	100%
>5% to ≤10%	110%
>10% to ≤15%	120%
>15% to ≤20%	130%
>20%	140%



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P.S.C. Gas No. 10, Original Sheet No. 59.4

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

CASH-OUT PROVISION FOR MONTHLY IMBALANCES (continued)

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a TS-2 Pool Manager with a negative monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such adjustments shall be shown and included on the TS-2 Pool Manager's bill. The billing of these charges shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rider.

VARIATIONS IN MMBTU CONTENT

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the monthly cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill.

NOMINATIONS AND NOMINATED VOLUME

As further described below, TS-2 Pool Manager shall specify to Company the daily volume of gas required by the Customers in the TS-2 Pool. Such volume shall be stated in Mcf/day and converted to MMBtu/day.

At least ten (10) days prior to the beginning of each calendar month, TS-2 Pool Manager shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for the Pool Manager's TS-2 Pool.

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by TS-2 Pool Manager to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from TS-2 Pool Manager daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company.

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P.S.C. Gas No. 10, Original Sheet No. 59.5

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

NOMINATIONS AND NOMINATED VOLUME (continued)

Such volumes nominated by TS-2 Pool Manager shall include an allowance for Company's system average lost and unaccounted for gas ("LAUFG") expressed as a percentage and based on historical levels. Effective November 1, 2013, such LAUFG percentage is 3.56%. Such LAUFG percentage shall be revised annually each November 1 with notice provided to TS-2 Pool Manager at least thirty (30) days prior to such November 1. The volumes delivered by the TS-2 Pool Manager to Company for redelivery to Customers in the TS-2 Pool will be increased by TS-2 Pool Manager to cover the effective LAUFG percentage. For example, if the Customers in a TS-2 Pool require 325 Mcf on a given day, and the LAUFG% is 5.0%, then the Mcf nominated shall be 342 Mcf $[325 / (1 - 0.05)]$. The 342 Mcf shall be converted to MMBtu using a standard conversion factor as may be specified by Company from time to time. Such amount does not include any retention by the Pipeline Transporter. The volume nominated by the TS-2 Pool Manager to cover LAUFG shall not be considered in determining whether or not the TS-2 Pool Manager has exceeded the Pool Maximum Daily Quantity ("PMDQ") for the TS-2 Pool.

SUPPLIER CODE OF CONDUCT

Each PS-TS-2 Pool Manager participating in the Company's transportation program under Rider PS-TS-2 must:

1. communicate to participating Customers in clear, understandable terms the Customer's rights and responsibilities. This communication must include (a) the PS-TS-2 Pool Manager's customer service address and local or toll-free telephone number; and (b) a statement describing the PS-TS-2 Pool Manager's dispute resolution procedures;
2. provide in writing pricing and payment terms that are clearly defined and understandable and that inform consumers whether the price that the Customer will pay is inclusive or exclusive of applicable taxes, and Company approved tariff riders and surcharges;
3. refrain from engaging in communications or promotional practices which are fraudulent, deceptive, or misleading;
4. deliver gas to the Company on a firm basis on behalf of the Customers enrolled in the PS-TS-2 Pool Manager's pool in accordance with the requirements of the PS-TS-2 Pool Management Agreement;

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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 59.6

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

SUPPLIER CODE OF CONDUCT

5. establish and maintain a credit-worthy financial position that enables PS-TS-2 Pool Manager to indemnify the Company and the Customers for costs incurred as a result of any failure by the PS-TS-2 Pool Manager to deliver gas in accordance with the requirements of Rider PS-TS-2 and to assure payment of any applicable charges for any such failure;
6. refrain from requesting customer-specific billing, payment, and usage history without first having received the Customer's written approval allowing PS-TS-2 Pool Manager to access such information.

Failure to fulfill any of these obligations shall be considered a violation of the Supplier Code of Conduct.

If the PS-TS-2 Pool Manager fails to comply with the Supplier Code of Conduct, the Company will have the discretion to temporarily suspend or terminate such PS-TS-2 Pool Manager from further participation in the transportation program under Rider PS-TS-2. If service to the PS-TS-2 Pool Manager is suspended or terminated, Customer(s) in the PS-TS-2 Pool Manager's Pool will be returned to sales service under the applicable rate schedule (CGS, IGS, or AAGS) until said Customer(s) join another PS-TS-2 Pool Manager's Pool. If the Company seeks to suspend or terminate service to a PS-TS-2 Pool Manager, Company shall first notify the PS-TS-2 Pool Manager of the alleged violations which merit suspension or termination. Such notice must be in writing and must be sent to the PS-TS-2 Pool Manager as specified in the notice provisions of the PS-TS-2 Pool Management Agreement at least five (5) business days prior to the effective date of the suspension or termination.

SPECIAL TERMS AND CONDITIONS

1. No customer shall participate in a TS-2 Pool that does not individually meet the conditions set forth in the "Availability of Service" under Rider TS-2, and no Customer shall participate in more than one pool concurrently. Except as provided for in Section 4 below, no Customer may transfer from one TS-2 Pool to another more frequently than once during a Contract Year.
2. To receive service hereunder, the PS-TS-2 Pool Manager shall enter into a PS-TS-2 Pool Management Agreement with Company. The PS-TS-2 Pool Management Agreement shall set forth the specific obligations of the TS-2 Pool Manager and Company under this rider.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 59.7

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

SPECIAL TERMS AND CONDITIONS (continued)

The TS-2 Pool Manager shall submit a signed PS-TS-2 Pool Management Agreement at least thirty (30) days prior to the beginning of a billing period when service under this rider shall commence. Company shall notify the TS-2 Pool Manager of the date when service hereunder will commence. The Customers in the TS-2 Pool shall be set forth in Exhibit A of the PS-TS-2 Pool Management Agreement. In order to join a TS-2 Pool, Customer must have designated in writing its TS-2 Pool Manager as its agent pursuant to Rider TS-2. In order to modify the Customers in the pool, the Pool Manager must request a revised Exhibit A from Company and execute and return said exhibit at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective.

The PMDQ shall be set forth in the Pool Management Agreement. The PMDQ shall be equal to the total of the MDQs of all the Customers in the TS-2 Pool. Company is not obligated to accept volumes for re-delivery on any day in excess of the PMDQ.

3. The TS-2 Pool Manager shall upon request of Company agree to maintain a surety bond, an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure TS-2 Pool Manager's performance of its obligations under the PS-TS-2 Pool Management Agreement. In determining the level of the bond or other security to be required of a TS-2 Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the TS-2 Pool, the general creditworthiness of the TS-2 Pool Manager, and the TS-2 Pool Manager's prior credit record with Company, if any. In the event that the TS-2 Pool Manager defaults on its obligations under this rider or the PS-TS-2 Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy TS-2 Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-TS-2 Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.
4. The PS-TS-2 Pool Management Agreement may be terminated by Company upon thirty (30) days written notice if a TS-2 Pool Manager fails to meet any condition of this rider and/or Rider TS-2. The PS-TS-2 Pool Management Agreement may also be terminated by Company upon thirty (30) days written notice if the TS-2 Pool Manager has payments in arrears. Written notice of termination of the PS-TS-2 Pool Management Agreement shall be provided both to the TS-2 Pool Manager and to the individual Customers in the TS-2 Pool by Company.

Customers in the TS-2 Pool will be returned to sales service under the applicable rate schedule (CGS, IGS, or AAGS), or will be allowed to enroll in another TS-2 Pool.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 59.8

Standard Rate Rider

PS-TS-2
Pooling Service – Rider TS-2

SPECIAL TERMS AND CONDITIONS (continued)

5. Company shall directly bill the TS-2 Pool Manager for the PS-TS-2 Pool Administrative Charge, Action Alert Charges, and cash-out charges or payments contained in Rider TS-2. The monthly bill will be rendered at these net charges plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within fifteen (15) days from the date of the bill. If payment is not made within twenty-seven (27) days from the date of the bill then the TS-2 Pool Manager will be considered in default.
6. Company shall directly bill the individual Customers in the TS-2 Pool for all Administrative Charges, Distribution Charges, Pipeline Supplier's Demand Component Charges, Gas Cost True-Up Charges, Basic Service Charges, Minimum Annual Threshold Charges, Monthly Telemetry Charges, and other remote metering charges, as provided for in either Rider TS-2 or Customer's otherwise applicable sales rate schedule to which Rider TS-2 is a rider.
7. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 61

Standard Rate Rider

PS-FT
Pooling Service – Rate FT

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to "FT Pool Managers".

For the purpose of this rider, a "FT Pool Manager" is defined as an entity which has been appointed by a customer or group of customers served under Rate FT to perform the functions and responsibilities of requesting and receiving information, nominating supply, and other related duties.

RATE

In addition to any charges billed directly to FT Pool Manager as a result of the application of this rider or to Customer as a result of the application of Rate FT, the following charge shall apply to FT Pool Manager:

PS-FT Pool Administrative Charge: \$75 per Customer in FT Pool per month

Other: In the event that FT Pool Manager is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then FT Pool Manager shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

CHARACTER OF SERVICE

Service under this rider allows an FT Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more firm transportation customers that comprise a PS-FT Pool. Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT. It is the responsibility of the FT Pool Manager to convey OFOs to Customers in its FT Pool.

The FT Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of Customers in the FT Pool. The FT Pool Manager shall be subject to the same nomination deadlines as set forth in Rate FT. The Daily Utilization Charge, OFO Penalty and cash-out provision of Rate FT shall be applied against the aggregate volume of all Customers in a specific FT Pool. The FT Pool Manager will be responsible for the payment of the PS-FT Pool Administrative Charge and any Daily Utilization Charges, OFO penalties or monthly cash-out payments incurred by a specific FT Pool as a result of imbalances under Rate FT.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 61.1

Standard Rate Rider

PS-FT
Pooling Service – Rate FT

CHARACTER OF SERVICE (continued)

Company shall issue an Operational Flow Order as set forth in Rate FT to the FT Pool Manager during periods when service cannot be provided to meet daily imbalances.

VARIATIONS IN MMBTU CONTENT

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the monthly cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill.

SPECIAL TERMS AND CONDITIONS

1. No customer shall participate in an FT Pool that does not individually meet the conditions set forth in the "Availability of Service" under Rate FT, and no customer shall participate in more than one FT Pool concurrently. Unless a Customer meets the provisions of the Remote Metering requirement under Rate FT, that Customer shall not participate in an FT Pool.
2. To receive service hereunder, the FT Pool Manager shall enter into a PS-FT Pool Management Agreement with Company and shall submit a PS-FT Application/Agency Agreement for each Customer in the FT Pool, signed by both Customer and its FT Pool Manager. The PS-FT Pool Management Agreement shall set forth the specific obligations of the FT Pool Manager and Company under this rider. The PS-FT Application/Agency Agreement shall set forth the Customers in the FT Pool.

The FT Pool Manager shall submit a signed PS-FT Pool Management Agreement and a PS-FT Application/Agency Agreement for each Customer in the FT Pool at least thirty (30) days prior to the beginning of a billing period when service under this rider shall commence. Company shall notify the FT Pool Manager of the date when service hereunder will commence. A Customer who terminates service under this rider or who desires to change FT Pool Managers shall likewise provide Company with a written notice at least thirty (30) days prior to the end of a billing period.

The Pool Maximum Daily Quantity ("PMDQ") shall be set forth in the Pool Management Agreement. The PMDQ shall be equal to the total of the MDQs of all the Customers in the FT Pool. Company is not obligated to accept volumes for re-delivery on any day in excess of the PMDQ.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 61.2

Standard Rate Rider

PS-FT
Pooling Service – Rate FT

SPECIAL TERMS AND CONDITIONS (continued)

3. The FT Pool Manager shall upon request of Company agree to maintain a surety bond, an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure FT Pool Manager's performance of its obligations under the PS-FT Pool Management Agreement. In determining the level of the bond or other security to be required of an FT Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the FT Pool, the general creditworthiness of the FT Pool Manager, and the FT Pool Manager's prior credit record with Company, if any. In the event that the FT Pool Manager defaults on its obligations under this rider or the PS-FT Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy FT Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-FT Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.
4. The FT Pool Manager shall provide Company with the written consent, in the form of a PS-FT Application/Agency Agreement, of all Customers to any change in the composition of the Customers in the FT Pool at least thirty (30) days prior to the beginning of the first billing period that would apply to the modified FT Pool. Such written consent for existing Customers in the FT Pool to any change in the composition of the FT Pool may be made by the FT Pool Manager as Agent for the current Customers in the FT Pool. Without exception, any new Customer in the FT Pool must provide its own written consent in the form of a PS-FT Application/Agency Agreement.
5. The PS-FT Pool Management Agreement may be terminated by Company upon thirty (30) days written notice if an FT Pool Manager fails to meet any condition of this rider and/or Rate FT. The PS-FT Pool Management Agreement may also be terminated by Company upon thirty (30) days written notice if the FT Pool Manager has payments in arrears. Written notice of termination of the PS-FT Pool Management Agreement shall be provided both to the FT Pool Manager and to the individual Customers in the FT Pool by Company.
6. Company shall directly bill the FT Pool Manager for the PS-FT Pool Administrative Charge, Utilization Charge for Daily Imbalances, cash-out charges or payments, and OFO Charges contained in Rate FT. The bill will be rendered at these net charges plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within fifteen (15) days from the date of the bill. If payment is not made within twenty seven (27) days from the date of the bill, then the FT Pool Manager will be considered in default.
7. Company shall directly bill the individual customers in the FT Pool for all Distribution Charges, Administrative Charges, Gas Cost True-Up Charges, Minimum Daily Threshold Charges, and remote metering charges or payments provided for in Rate FT.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 62

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 main extensions or to other facilities which are necessary to provide basic gas 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. Customers currently being served under the Excess Facilities Rider pursuant to Original Sheet No. 52 of LG&E's Tariff PSC. of Ky. Gas No. 6, shall continue to be served thereunder.

DEFINITION OF EXCESS FACILITIES

Excess facilities are equipment and devices which are installed in addition to or in substitution for the normal facilities required to render basic gas service and where such facilities are dedicated to a specific customer. Applications of excess facilities include, but are not limited to, redundant gas regulator capacity; gas filters/separators; odorant removal systems; gas compression equipment; indirect heaters; gas purification systems; additional facilities required for the customer to take service from a high-pressure gas line; and any other equipment/systems not normally installed to provide gas service to a customer.

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. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

- (a) making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction	1.24%
--	-------

- (b) making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With Contribution-in-Aid-of-Construction	0.47%
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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 62.1

Standard Rate Rider

EF
Excess Facilities

PAYMENT

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

TERM OF CONTRACT

The initial term of contract to 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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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 63

Standard Rate Rider

NGV
Natural Gas Vehicle Service

N

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Applicable to municipal, utility, corporate and other fleet operators and public fueling stations meeting the qualifications of, and served under, either Rate IGS or Rate FT for the sole purpose of providing compressed natural gas for use as a fuel in vehicular internal combustion engines. Availability of gas service under this rate schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's sole discretion. Company shall not be obligated to make modifications or additions to its gas system to serve loads under this Rider.

Service provided under this Rider shall be separately metered. Service for any use of natural gas other than the compression of natural gas for vehicle fuel, such as space heating, water heating, or any direct processing or boiler fuel use, is not permitted under this Rider or through the meter through which service under this Rider is provided.

CHARACTER OF SERVICE

Company will provide Customer with uncompressed natural gas pursuant to either Rate IGS or Rate FT, as applicable. A customer served under Rate IGS that meets the qualifications for service under Rider TS-2 may also transport gas pursuant to Rider TS-2.

Customer shall be responsible for installing, owning, and maintaining all facilities required to operate its fueling station.

The compression of natural gas to the pressure required for use as a motor vehicle fuel will be conducted by Customer using facilities installed, owned and operated by Customer.

RATE

The rates, provisions, and special terms and conditions of Rate IGS, Rider TS-2, or Rate FT as applicable to the Customer shall apply.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 63.1

Standard Rate Rider

NGV
Natural Gas Vehicle Service

N

SPECIAL CONDITIONS

1. Company reserves the right to inspect customer's premises to ensure gas provided pursuant to this Rider is only used for vehicular fuel. Any other use of gas by Customer may result in termination of service.
2. Service under this Rider shall be performed under a written contract between Customer and Company containing such provisions regarding delivery pressure, indemnification, and other matters as the Company deems necessary or desirable with respect to a particular customer.
3. Customer shall be responsible for and shall reimburse the Company for all taxes (including, but not limited to, any motor vehicle taxes) payable by the Company to any governmental body on sales of gas and/or for services rendered under this Rider.
4. The "Resale of Gas" provision set forth in the "Terms and Conditions" of Company's Tariff shall not apply to service provided under this Rider. Customer may resell gas received from Company under this Rider for use as a fuel in vehicular internal combustion engines.
5. Customer is solely responsible for compliance with codes and standards, permitting requirements, regulations, and laws related to the use of compressed natural gas and the operation of a natural gas vehicle fueling station, whether as a fleet operation or as a public fueling station. Company is not responsible for vehicle fueling.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict with nor inconsistent with the specific provisions hereof.

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/s/ Edwin R. Staton, Vice President
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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 84

Adjustment Clause GLT
Gas Line Tracker

APPLICABLE

Applicable to all customers receiving service under the Company's Rate Schedules RGS, VFD, CGS, IGS, AAGS, and DGGS.

CALCULATION OF THE GAS LINE TRACKER REVENUE REQUIREMENT

The GLT Revenue Requirement includes the following:

- a. GLT related Plant In-Service not included in base gas rates minus the associated GLT related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to GLT construction;
- c. The rate of return on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the GLT-related Plant In-Service less retirement and removals; and
- e. Incremental Operation and Maintenance
- f. Property Taxes

GLT PROGRAM FACTORS

All customers receiving service under rate schedules RGS, VFD, CGS, IGS, AAGS, and DGGS shall be assessed an adjustment to their applicable rate schedule that will enable the Company to recover the costs associated with the GLT program. After the Company replaces a gas service riser or a gas service line under this program, it will assume ownership and responsibility for the plant and equipment. The allocation of the program cost to customers will be in proportion to their relative base revenue share approved in Case No. 2012-00222.

A filing to update the projected program costs will be submitted annually at least two (2) months prior to the beginning of the effective period. The filing will reflect the anticipated impact on the Company's revenue requirements of net plant additions expected during the upcoming year. After the completion of a plan year, the Company will submit a balancing adjustment to true up the actual costs with the projected program costs for the preceding year. Such adjustment to the GLT will become effective with the first billing cycle on or after the effective date of such change.

GLT RATES

The charges for the respective gas service schedules are:

RGS – Residential Gas Service	\$	3.77	Deleted: 1.08
VFD – Volunteer Fire Department Service	\$	3.77	Deleted: 1.08
CGS – Commercial Gas Service	\$	16.92	Deleted: 4.83
IGS – Industrial Gas Service	\$	149.69	Deleted:
AAGS – As-Available Gas Service	\$	825.48	Deleted: 42.69
DGGS – Distributed Generation Gas Service	\$	0.00	Deleted: 235.45

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P.S.C. Gas No. 10, Original Sheet No. 85

Adjustment Clause

GSC
Gas Supply Clause

APPLICABLE TO
All gas sold.

GAS SUPPLY COST COMPONENT (GSCC)

Gas Supply Cost

\$0.~~45235~~

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Gas Cost Actual Adjustment (GCAA)

0.0~~4141~~

Deleted: 5750

Gas Cost Balance Adjustment (GCBA)

~~0.00123~~

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Refund Factors (RF) continuing for twelve months from the effective date of each or until Company has discharged its refund obligation thereunder:

None

Performance-Based Rate Recovery Component (PBRR)

0.00~~452~~

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Total Gas Supply Cost Component Per 100 Cubic Feet (GSCC)

\$0.~~49951~~

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 85.1

Adjustment Clause

GSC Gas Supply Clause

The bill amount computed under each of the rate schedules to which this Gas Supply Clause is applicable shall include a Gas Supply Cost Component per 100 cubic feet of consumption calculated for each three-month period in accordance with the following formula:

$$\text{GSCC} = \text{Gas Supply Cost} + \text{GCAA} + \text{GCBA} + \text{RF} + \text{PBRRC}$$

where:

Gas Supply Cost is the expected average cost per 100 cubic feet for each three-month period (beginning February 1, May 1, August 1, or November 1, as the case may be) determined by dividing the sum of the monthly gas supply costs by the expected deliveries to customers. Monthly gas supply cost is composed of the following:

- (a) Expected purchased gas costs (gas supply and pipeline transportation) for system supply, minus
- (b) Portion of such expected purchased gas costs expected to be used for non-Gas Department purposes, minus
- (c) Portion of such expected purchased gas cost expected to be injected into underground storage, plus
- (d) Expected underground storage withdrawals at the average unit cost of working gas contained therein;

(GCAA) is the Gas Cost Actual Adjustment per 100 cubic feet which compensates for differences between the previous three-month period's expected gas cost and the actual cost of gas during that three-month period, plus net uncollectible gas cost portion of bad debt.

(GCBA) is the Gas Cost Balance Adjustment per 100 cubic feet which compensates for any under- or over-collections which have occurred as a result of prior adjustments.

(RF) is the sum of the Refund Factors set forth on Sheet No. 85 of this Tariff.

(PBRRC) is the amount per 100 cubic feet calculated pursuant to the Experimental Performance-Based Rate Mechanism contained in the Adjustment Clause PBR. The PBRRC is determined for each 12-month PBR period ended October 31.

Company shall file a revised Gas Supply Cost Component (GSCC) every three months giving effect to known changes in the wholesale cost of all gas purchases and the cost of gas deliveries from underground storage. The Company may make out-of-time filings when warranted. Such filing shall be made at least thirty (30) days prior to the beginning of each three-month period and shall include the following information:

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 85.2

Adjustment Clause

GSC Gas Supply Clause

1. A copy of the tariff rate(s) of Company's pipeline transporter(s) applicable to such three-month period.
2. A statement, through the most recent three-month period for which figures are available, setting out the accumulated costs recovered hereunder compared to actual gas supply costs recorded on the books.
3. A statement setting forth the supporting calculations of the Gas Supply Cost and the Gas Cost Actual Adjustment (GCAA) and the Gas Cost Balance Adjustment (GCBA) applicable to such three-month period.

To allow for the effect of Company's cycle billing, each change in the GSCC shall be placed into effect with service rendered on and after the first day of each three-month period.

In the event that Company receives from its supplier a cash refund of amounts paid to such supplier with respect to a prior period, Company will make adjustments in the amounts charged to its customers under this provision, as follows:

1. The "Refundable Amount" shall be the amount received by Company as a refund less any portion thereof applicable to gas purchased for electric energy production plus interest at a rate equal to the average of the "3-month commercial paper rate" for the immediately preceding 12-month period, less ½ of 1 percent to cover the cost of refunding in accordance with the Order of the Commission in Case No. 7799-D. Such Refundable Amount shall be divided by the number of hundred cubic feet of gas that Company estimates it will sell to its customers during the twelve-month period which commences with implementation of the next Gas Supply Clause filing, thus determining a "Refund Factor."
2. Effective with the implementation of the next Gas Supply Clause filing, Company will reduce, by the Refund Factor so determined, the Gas Supply Cost Component that would otherwise be applicable during the subsequent twelve-month period. Provided, however, that the period of reduced Gas Supply Cost Component will be adjusted, if necessary, in order to refund, as nearly as possible, the Refundable Amount.
3. In the event of any large or unusual refunds, Company may apply to the Public Service Commission of Kentucky for the right to depart from the refund procedure herein set forth.

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P.S.C. Gas No. 10, 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 Gas Service Rate RGS, Volunteer Fire Department Service Rate VFD, Firm Commercial Gas Service Rate CGS, Firm Industrial Gas Service Rate IGS, As-Available Gas Service Rate AAGS, and Firm Transportation Rate FT.

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 100 cubic feet (Ccf) of monthly gas consumption in accordance with the following formula:

$$\text{DSMRC} = \text{DCR} + \text{DRLS} + \text{DSMI} + \text{DBA} + \text{DCCR}$$

Where:

DCR = DSM COST RECOVERY

The DCR shall include all expected costs that have been approved by the Commission for each twelve-month period for demand-side management programs that 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 Ccf 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 will be recovered as follows:

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DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 86.4

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

PROGRAMMATIC CUSTOMER CHARGES

Residential Customer Program Participation Incentives:

The following Demand Side Management programs are available to residential customers receiving service from the Company on the RGS and VFD Standard Gas Rate Schedules.

Residential Conservation / Home Energy Performance Program

The on-site audit offers a comprehensive audit from a certified auditor and incentives for residential customers to support the implementation of energy saving measures for a fee of \$25. Customers are eligible for incentives of ~~\$150 or \$1,000 based on customer purchased and installed energy efficiency measures and validated through a follow-up test.~~

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Residential Low Income Weatherization Program (WeCare)

The Residential Low Income Weatherization Program (WeCare) is an education and weatherization program designed to reduce energy consumption of LG&E's low-income customers. The program provides energy audits, energy education, and blower door tests, and installs weatherization and energy conservation measures. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve month energy usage and results of an energy audit.

Smart Energy Profile

The Smart Energy Profile Program provides a portion of LG&E's highest consuming residential customers with a customized report of tips, tools and energy efficiency programming recommendations based on individual household energy consumption. These reports are benchmarked against similar local properties. The report will help the customer understand and make better informed choices as it relates to energy usage and the associated costs. Information presented in the report will include a comparison of the customer's energy usage to that of similar houses (collectively) and a comparison to the customer's own energy usage in the prior year.

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Deleted: Residential New Construction Program
The Residential New Construction program is designed to reduce residential energy usage and facilitate market transformation by creating a shift in builders' new home construction to include energy-efficient construction practices. Builders who are part of the program can take advantage of technical training classes, gain additional exposure to potential customers and receive incentives to help offset costs when including more energy-efficient features during home construction. LG&E will reimburse the cost of plan reviews and inspection costs related to an Energy Star or HERS home certification.

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Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 86.5

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

PROGRAMMATIC CUSTOMER CHARGES (continued)

Customer Education and Public Information

This program help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through ~~three~~ processes: a mass-media campaign, an elementary- and middle-school program, ~~and training for home construction professionals~~. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. ~~The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.~~

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Commercial Customer Program Participation Incentives:

The following Demand Side Management programs are available to commercial customers receiving service from the Company on the CGS, IGS, AAGS, and FT Standard Gas Rate Schedules.

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The Dealer Referral Network assists customers in identifying qualified service providers to install energy efficiency improvements recommended and/ or subsidized by the various energy efficiency programs.¶

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Customer Education and Public Information

This program help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through ~~three~~ processes: a mass-media campaign, an elementary- and middle-school program, ~~and training for home construction professionals~~. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. ~~The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.~~

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Deleted: Dealer Referral Network¶

The Dealer Referral Network assists customers in identifying qualified service providers to install energy efficiency improvements recommended and/ or subsidized by the various energy efficiency programs.¶

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 86.6

Adjustment Clause **DSM**
Demand-Side Management Cost Recovery Mechanism

Monthly Adjustment Factors:

Residential Gas Service Rate RGS and
 Volunteer Fire Department Service Rate VFD

DSM Cost Recovery Component (DCR)
 DSM Revenues from Lost Sales (DRLS)
 DSM Incentive (DSMI)
 DSM Capital Cost Recovery Component (DCCR)
 DSM Balance Adjustment (DBA)
 Total DSMRC for Rates RGS and VFD

Energy Charge

\$ 0.01798 per Ccf
 \$ 0.00000 per Ccf
 \$ 0.00083 per Ccf
 \$ 0.00000 per Ccf
 \$ (0.01043) per Ccf
 \$ 0.00838 per Ccf

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Firm Commercial Gas Service Rate CGS,
 As-Available Gas Service Rate AAGS,*
 and Firm Transportation Service Rate FT*

DSM Cost Recovery Component (DCR)
 DSM Revenues from Lost Sales (DRLS)
 DSM Incentive (DSMI)
 DSM Capital Cost Recovery Component (DCCR)
 DSM Balance Adjustment (DBA)
 Total DSMRC for Rates CGS, AAGS, and FT

Energy Charge

\$ 0.00089 per Ccf
 \$ 0.00000 per Ccf
 \$ 0.00000 per Ccf
 \$ 0.00000 per Ccf
 \$ (0.00032) per Ccf
 \$ 0.00057 per Ccf

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* This charge does not apply to industrial customers taking service under these rates because the Company currently does not offer industrial DSM programs.

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 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

APPLICABLE

To all gas sold.

RATE MECHANISM

The monthly amount computed under each of the rate schedules to which this Performance Based Ratemaking Mechanism is applicable shall be increased or decreased by the Performance Based Rate Recovery Component (**PBRR**) at a rate per 100 cubic feet (Ccf) of monthly gas consumption. Demand costs and commodity costs shall be accumulated separately and included in the Pipeline Supplier's Demand Component and the Gas Supply Cost Component of the Gas Supply Clause (GSC), respectively. The PBRR shall be determined for each 12-month period ended October 31 during the effective term of this experimental performance based ratemaking mechanism, which 12-month period shall be defined as the PBR period.

The PBRR shall be computed in accordance with the following formula:

$$\text{PBRR} = \frac{\text{CSPBR} + \text{BA}}{\text{ES}}$$

Where:

ES = Expected Ccf sales, as reflected in Company's GSC filing for the upcoming 12-month period beginning February 1.

CSPBR = Company Share of Performance Based Ratemaking Mechanism savings or expenses. The CSPBR shall be calculated as follows:

$$\text{CSPBR} = \text{TPBRR} \times \text{ACSP}$$

Where:

TPBRR = Total Performance Based Ratemaking Results. The TPBRR shall be savings or expenses created during the PBR Period. TPBRR shall be calculated as follows:

$$\text{TPBRR} = (\text{GAIF} + \text{TIF} + \text{OSSIF})$$

GAIF

GAIF = Gas Acquisition Index Factor. The GAIF shall be calculated by comparing the total annual Benchmark Gas Costs (**BGC**) for system supply natural gas purchases for the PBR period to the total annual Actual Gas Costs (**AGC**) for system supply natural gas purchases during the same period to determine if any Shared Expenses or Shared Savings exist.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.1

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

The BGC shall include two benchmark components as follows:

$$\text{BGC} = \text{TABMGCC} + \text{HRF}$$

Where:

TABMGCC represents the Total Annual Benchmark Gas Commodity Costs and is the annual sum of the monthly Benchmark Gas Commodity Costs (**BMGCC**) of gas purchased for system supply; and

HRF represents Historical Reservation Fees and is an annual dollar amount equal to Company's average annual supply reservation fees based on the 24-month period ended October 31 immediately preceding the PBR period.

BMGCC represents Benchmark Gas Commodity Costs and shall be calculated on a monthly basis and accumulated for the PBR period. **BMGCC** shall be calculated as follows:

$$\text{BMGCC} = \text{Sum } \{[\text{SZFQE}\%i \times (\text{APV} - \text{PEFDCQ}) \times \text{SAI}i]\} + [\text{PEFDCQ} \times \text{DAI}]$$

Where:

SZFQE% is the Supply Zone Firm Quantity Entitlement Percentage derived from Company's firm entitlements by pipeline and by zone for which indices are posted. The percentage represents the pro-rata portion of Company's firm lateral and mainline receipt point quantity entitlements by zone for each transportation contract by pipeline.

i represents each supply area.

APV is the actual purchased volumes of natural gas for system supply for the month. The **APV** shall include purchases necessary to cover retention volumes required by the pipeline as fuel.

PEFDCQ are the Purchases In Excess of Firm Daily Contract Quantities delivered to Company's city gate. Firm Daily Contract Quantities are the maximum daily contract quantities which Company can deliver to its city gate under its various firm transportation agreements and arrangements.

SAI is the Supply Area Index factor to be established for each supply area in which Company has firm transportation entitlements used to transport its natural gas purchases and for which price postings are available. The five supply areas are TGT-SL (Texas Gas Transmission - Zone SL), TGT-1 (Texas Gas Transmission - Zone 1), TGT-4 (Texas Gas Transmission - Zone 4), TGPL-0 (Tennessee Gas Pipeline - Zone 0), and TGPL-1 (Tennessee Gas Pipeline - Zone 1).

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.2

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

The monthly SAI for TGT-SL, TGT-1, TGT-4, TGPL-0 and TGPL-1 shall be calculated using the following formula:

$$SAI = [I(1) + I(2) + I(3)] / 3$$

DAI is the Delivery Area Index to be established for purchases made by Company when Company has fully utilized its pipeline quantity entitlements on a daily basis and which are for delivery to Company's city gate from either Texas Gas Transmission's Zone 4 or Tennessee Gas Pipeline's Zone 2.

The monthly DAI for TGT-4 and TGPL-2 shall be calculated using the following formula:

$$DAI = [I(1) + I(2) + I(3)] / 3$$

Where:

I represents each index reflective of both supply area prices and price changes throughout the month in these various supply areas.

The indices for each supply zone are as follows:

SAI (TGT-SL)

I(1) is the average of weekly *Natural Gas Week* postings for Gulf Coast Onshore Louisiana as Delivered to Pipeline.

I(2) is the average of the daily high and low *Platts Gas Daily* postings for Louisiana - Onshore South Texas Gas Zone SL averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Texas Gas Zone SL.

SAI (TGT-1)

I(1) is the average of weekly *Natural Gas Week* postings for North Louisiana as Delivered to Pipeline.

I(2) is the average of the daily high and low *Platts Gas Daily* postings for East Texas - North Louisiana Area - Texas Gas Zone 1 averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Texas Gas Zone 1.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.3

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

SAI (TGT-4)

I(1) is the average of weekly *Natural Gas Week* postings for Spot Prices on Interstate Pipeline Systems for Lebanon Hub.

I(2) is the average of the daily high and low *Platts Gas Daily* postings for Appalachia – Lebanon Hub averaged for the month.

I(3) is the *Platts Inside FERC's - Gas Market Report* first-of-the-month posting for Northeast – Lebanon Hub.

SAI (TGPL-0)

I(1) is the average of weekly *Natural Gas Week* postings for Gulf Coast Onshore Texas as Delivered to Pipeline.

I(2) is the average of the daily high and low *Platts Gas Daily* postings for South – Corpus Christi-Tennessee averaged for the month.

I(3) is the *Platts Inside FERC's - Gas Market Report* first-of-the-month posting for Tennessee Zone 0.

SAI (TGPL-1)

I(1) is the average of weekly *Natural Gas Week* postings for Gulf Coast Onshore Louisiana as Delivered to Pipeline.

I(2) is the average of the daily high and low *Platts Gas Daily* postings for Louisiana – Onshore South – Tennessee 500 Leg averaged for the month.

I(3) is the *Platts Inside FERC's - Gas Market Report* first-of-the-month posting for Tennessee 500 leg.

DAI (TGT-4) and (TGPL-2)

I(1) is the average of weekly *Natural Gas Week* postings for Spot Prices on Interstate Pipeline Systems for Dominion - South.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.4

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

I(2) is the average of the daily high and low *Platts Gas Daily* postings for the Daily Price Survey for Appalachia - Dominion South Point.

I(3) is the *Platts Inside FERC's - Gas Market Report* first-of-the-month posting for Prices of Spot Gas Delivered to Pipeline for Dominion Transmission Inc. - Appalachia.

AGC represents Company's total annual Actual Gas Costs of natural gas purchased for system supply and is equal to the total monthly actual gas commodity costs and supply reservation fees plus the gains and/or losses from the use of financial hedging instruments and the financial transaction costs associated with such instruments paid by Company to its suppliers accumulated for the PBR period. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

To the extent that AGC exceeds BGC for the PBR period, then the GAIF Shared Expenses shall be computed as follows:

$$\text{Shared Expenses} = \text{AGC} - \text{BGC}$$

To the extent that AGC is less than BGC for the PBR period, then the GAIF Shared Savings shall be computed as follows:

$$\text{Shared Savings} = \text{BGC} - \text{AGC}$$

TIF

TIF = Transportation Index Factor. The Transportation Index Factor shall be calculated by comparing the Total Annual Benchmark Monthly Gas Transportation Costs (**TABMGTC**) of natural gas transportation services during the PBR period, to the Total Annual Actual Gas Transportation Costs (**TAAGTC**) applicable to the same period to determine if any Shared Expenses or Shared Savings exist.

The Total Annual Benchmark Monthly Gas Transportation Costs (**TABMGTC**) are calculated as follows:

$$\text{TABMGTC} = \text{Annual Sum of Monthly BMGTC}$$

Where:

BMGTC is the Benchmark Monthly Gas Transportation Costs which include both demand and volumetric costs associated with natural gas pipeline transportation services. The BMGTC shall be accumulated for the PBR period and shall be calculated as follows:

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.5

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

$$\text{BMGTC} = \text{Sum} [\text{BM}(\text{TGT}) + \text{BM}(\text{TGPL}) + \text{BM}(\text{PPL})]$$

Where:

BM(TGT) is the benchmark associated with Texas Gas Transmission Corporation.

BM(TGPL) is the benchmark associated with Tennessee Gas Pipeline Company.

BM(PPL) is the benchmark associated with a proxy pipeline. The appropriate benchmark, which will be determined at the time of purchase, will be used to benchmark purchases of transportation capacity from non-traditional sources.

The benchmark associated with each pipeline shall be calculated as follows:

$$\text{BM}(\text{TGT}) = (\text{TPDR} \times \text{DQ}) + (\text{TPCR} \times \text{AV}) + \text{S\&DB}$$

$$\text{BM}(\text{TGPL}) = (\text{TPDR} \times \text{DQ}) + (\text{TPCR} \times \text{AV}) + \text{S\&DB}$$

$$\text{BM}(\text{PPL}) = (\text{TPDR} \times \text{DQ}) + (\text{TPCR} \times \text{AV}) + \text{S\&DB}$$

Where:

TPDR is the applicable Tariffed Pipeline Demand Rate.

DQ is the Demand Quantities contracted for by Company from the applicable transportation provider.

TPCR is the applicable Tariffed Pipeline Commodity Rate.

AV is the Actual Volumes delivered at Company's city-gate by the applicable transportation provider for the month.

S&DB represents Surcharges, Direct Bills and other applicable amounts approved by the Federal Energy Regulatory Commission (FERC). Such amounts are limited to FERC-approved charges such as surcharges, direct bills, cashouts, take-or-pay amounts, Gas Supply Realignment and other Order 636 transition costs.

The Total Annual Actual Gas Transportation Costs (**TAAGTC**) paid by Company for the PBR period shall include both demand and volumetric costs associated with natural gas pipeline transportation services as well as all applicable FERC-approved surcharges, direct bills and cash-outs included in S&DB, plus the gains and/or losses from the use of financial hedging instruments and the financial transaction costs associated with such instruments. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.6

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

To the extent that TAAGTC exceeds TABMGTC for the PBR period, then the TIF Shared Expenses shall be computed as follows:

$$\text{Shared Expenses} = \text{TAAGTC} - \text{TABMGTC}$$

To the extent that TAAGTC is less than TABMGTC for the PBR period, then the TIF Shared Savings shall be computed as follows:

$$\text{Shared Savings} = \text{TABMGTC} - \text{TAAGTC}$$

Should one of Company's pipeline transporters file a rate change effective during any PBR period and bill such proposed rates subject to refund, the period over which the benchmark comparison is made for the relevant transportation costs will be extended for one or more 12-month periods, until the FERC has approved final settled rates, which will be used as the appropriate benchmark. Company will not share in any of the savings or expenses related to the affected pipeline until final settled rates are approved.

OSSIF

OSSIF = Off-System Sales Index Factor. The Off-System Sales Index Factor shall be equal to the Net Revenue from Off-System Sales (**NR**).

Net Revenue is calculated as follows:

$$\text{NR} = \text{OSREV} - \text{OOPC}$$

Where:

OSREV is the total revenue associated with off-system sales and storage service transactions.

OOPC is the out-of-pocket costs associated with off-system sales and storage service transactions, and shall be determined as follows:

$$\text{OOPC} = \text{OOPC}(\text{GC}) + \text{OOPC}(\text{TC}) + \text{OOPC}(\text{SC}) + \text{OOPC}(\text{UGSC}) + \text{Other Costs}$$

Where:

OOPC(GC) is the Out-of-Pocket Gas Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm supply contracts, the OOPC(GC) shall be the incremental cost to purchase the gas available under Company's firm supply contracts. For off-system sales not using Company's firm supply contracts, the OOPC(GC) shall be the incremental costs to purchase the gas from other entities.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.7

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

OOPC(TC) is the Out-of-Pocket Transportation Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm transportation agreements, the OOPC(TC) shall be the incremental cost to use the transportation available under Company's firm supply contracts. For off-system sales not using Company's firm transportation agreements, the OOPC(TC) shall be the incremental costs to purchase the transportation from other entities.

OOPC(SC) is the Out-of-Pocket Storage Costs associated with off-system sales of storage. If this is gas in Company's own storage it shall be priced at the average price of the gas in Company's storage during the month of the sale. If this is gas from the storage component of Texas Gas's No-Notice Service, this gas shall be priced at the replacement cost.

OOPC(UGSC) is the Out-of-Pocket Underground Storage Costs associated with off-system sales of storage services. For the off-systems sales of storage services utilizing Company's on-system storage, the OOPC(UGSC) shall include incremental storage losses, odorization, and other fuel-related costs such as purification, dehydration, and compression. Such costs shall exclude labor-related expenses.

Other Costs represent all other incremental costs and include, but are not limited to, costs such as applicable sales taxes and excise fees plus the gains and/or losses from the use of financial hedging instruments and the transaction costs associated with such instruments. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

ACSP

ACSP = Applicable Company Sharing Percentage. The ACSP shall be determined based on the PTAGSC.

Where:

PTAGSC = Percentage of Total Actual Gas Supply Costs. The PTAGSC shall be the TPBRR stated as a Percentage of Total Actual Gas Supply Costs and shall be calculated as follows:

$$\text{PTAGSC} = \frac{\text{TPBRR}}{\text{TAGSC}}$$

Where:

TAGSC = Total Actual Gas Supply Costs. The TAGSC shall be calculated as follows:

$$\text{TAGSC} = \text{AGC} + \text{TAAGTC}$$

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 87.8

Adjustment Clause **PBR**
Experimental Performance Based Rate Mechanism

If the absolute value of the PTAGSC is less than or equal to 4.5%, then the ACSP of 25% shall be applied to TPBRR to determine CSPBR. If the absolute value of the PTAGSC is greater than 4.5%, then the ACSP of 25% shall be applied to the amount of TPBRR that is equal to 4.5% of TAGSC to determine a portion of CSPBR, and the ACSP of 50% shall be applied to the amount of TPBRR that is in excess of 4.5% of TAGSC to determine a portion of CSPBR. These two portions are added together to produce the total CSPBR.

BA

BA = Balance Adjustment. The BA is used to reconcile the difference between the amount of revenues billed or credited through the CSPBR and previous application of the BA and revenues which should have been billed or credited, as follows:

- 1) For the CSPBR, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the CSPBR and the actual amount used to establish the CSPBR for the period.
- 2) For the BA, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the BA and the actual amount used to establish the BA for the period.

Review

Within 60 days of the end of the fourth year of the five-year extension, Company will file an assessment and review of the PBR mechanism for the first four years of the five-year extension period. In that report and assessment, Company will make any recommended modifications to the PBR mechanism.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 90

Adjustment Clause

Franchise Fee

APPLICABILITY

All gas rate schedules.

MONTHLY CHARGE

A surcharge shall be calculated and added to the total bill for gas service for all customers located within local governmental jurisdictions which currently or in the future impose municipal franchise fees or other local taxes on the Company by ordinance, franchise, or otherwise. Such fees or taxes shall be net of any corresponding fees or taxes which are currently included in the base charges of each rate schedule.

The amount calculated shall be applied exclusively to the bills of customers receiving service within the territorial limits of the authority imposing the fee or tax. The fee or tax shall be added to the customer's bill as a separate item. Where more than one such fee or tax is imposed, each of the fees or taxes applicable to each customer shall be added to the bills as separately identified items.

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P.S.C. Gas No. 10, Original Sheet No. 91

Adjustment Clause

ST
School Tax

APPLICABLE

In all territory served.

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.

RATE

The utility gross receipts license tax authorized under state law.

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Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 92

Adjustment Clause **HEA**
Home Energy Assistance

APPLICABLE

In all territory served.

AVAILABILITY

To all residential customers.

RATE

\$0.25 per meter per month.

BILLING

The HEA charge shall be shown as a separate item on customer bills.

PURPOSE

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.

Deleted: **SERVICE PERIOD**

Deleted: The Home Energy Assistance charge will be applied to all residential gas bills rendered during the billing cycles commencing January 1, 2013 until the effective date of new base rates, or as otherwise directed by the Public Service Commission. The HEA program is approved through September 30, 2015.

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State Regulation and Rates
Louisville, Kentucky

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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No. 10, 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).

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 96

TERMS AND CONDITIONS

General

COMMISSION RULES AND REGULATIONS

All gas 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 gas 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.

COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between customers and Company.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which gas 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.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 96.1

TERMS AND CONDITIONS

General

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 gas service

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 97

TERMS AND CONDITIONS

Customer Responsibilities

APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before Company is obligated to render gas 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 gas service is clearly outside the scope of Company's standard rate schedules, Company may establish special terms and require special contracts giving effect to such unusual circumstances.

TRANSFER OF APPLICATION

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

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, the 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 months.

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 Customers 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.

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P.S.C. Gas No. 10, Original Sheet No. 97.1

TERMS AND CONDITIONS

Customer Responsibilities

CUSTOMER'S EQUIPMENT AND INSTALLATION.

Customer shall furnish, install, and maintain at Customer's expense the necessary Customer's Service Line extending from Company's Service Connection at the property line to the building or place of utilization of the gas.

All piping, appliances, and other gas equipment and apparatus, except the meter, regulator, and any gas riser or service line the Company has installed, repaired, or replaced, located on and within the Customer's premises beyond point of connection with Company's Service Connection at the property line shall be furnished and installed by and at the expense of Customer, and shall be maintained by Customer in good and safe condition. Company assumes no responsibility whatsoever for the condition of Customer's piping, apparatus or appliances, nor for the maintenance or renewal of any portion thereof.

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 gas service or for the purpose of turning on and shutting off the gas supply 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.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Gas service shall not be used for purposes other than as set forth in customer's application or contract.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 97.2

TERMS AND CONDITIONS

Customer Responsibilities

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED (continued)

Company shall not be obligated to provide natural gas or natural gas service under any standard natural gas rate schedule on a standby, back-up, supplemental or other basis to any Customer that is physically connected to the facilities of any other provider of natural gas service, such other providers to include, but not be limited to, another natural gas local distribution company, public, private, or municipal; a producer, gatherer, or transmitter of natural gas; an interstate or intrastate natural gas pipeline; or any other entity (including the Customer itself acting in any one or more of these roles) that provides natural gas or natural gas service to residential, commercial, industrial, public authority, or any other type of customers which might otherwise receive natural gas from Company. Company and Customer may mutually agree to enter into a special contract for standby, back-up, supplemental or other service subject to the approval of the Kentucky Public Service Commission.

LIABILITY

Customer assumes all responsibility for the gas service upon Customer's premises at and from the point of delivery of gas and for the pipes 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 gas, occasioned by such gas or said pipes 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 pipes, meters, and appurtenances supplied by Company for the rendition of gas service to its customers have a definite capacity. 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, regulators, 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 mains, Customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and across such intervening property of Customer's piping and facilities required for the supply of gas 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.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, 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.

COMPANY-OWNED SERVICE LINES

The Company will install, own, operate and maintain the service line at the premises of residential and commercial customers, if such premises are not connected to a Company main by a service line. With respect to residential and commercial customers that occupy premises already connected to a Company main by a service line that the Company has installed, repaired, or replaced, the Company shall be responsible for operating and maintaining the customer service line and when the Company determines that replacement of such customer service line is necessary the Company shall be responsible for installing the service line and shall thereafter own the service line.

Any customer accepting gas service under this section shall be deemed to have granted the Company an easement across his property for such service. No service line shall be installed across private property other than the premises of the building to be supplied with gas, except after special investigation and approval by the Company.

When the length of the service pipe required between the property line and the meter is 100 feet or less, the Company will assess no charge for the service pipe installation.

When the length of required service pipe exceeds 100 feet, the Company may require the applicant to contribute toward the cost of the service line installation an amount equal to the estimated cost per foot for each lineal foot of service beyond 100 feet. Contributions by customers toward the Company's cost of furnishing and installing service lines in accordance with this section are non-refundable.

In the event that the Company is required to undertake any excavation on a customer's property in connection with the installation, repair, maintenance or replacement of a service line, the Company shall make reasonable efforts to restore the property to its original condition pursuant to generally accepted utility standards for such construction operations.

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 98

TERMS AND CONDITIONS

Company Responsibilities

METERING

The gas 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 GAS

The point of delivery of gas supplied by Company shall be at the point where the gas passes from the pipes of Company's Service Connection into Customer's Service Line, irrespective of the location of the metering and regulating equipment.

If the Service Line is owned by the Customer, the point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of Company's Service Connection into Customer's Service Line, irrespective of the location of the metering and regulation equipment.

If the Service Line is owned by the Company, the point of delivery of gas supplied by the Company shall be at the point where the gas passes from the outlet of the meter to the Customer's yard line or house piping.

COMPANY'S EQUIPMENT AND INSTALLATION

The Company shall furnish, install, and maintain at its expense the necessary service connection. The location of this service connection will be made at the discretion and judgment of the Company.

The Company will furnish, install, and maintain at its expense the necessary meter, regulator, and connections which will be located at or near the building, at the discretion or judgment of the Company. Suitable site or location for the meter, meter stand (including meter riser), and regulator and connections shall be provided by the Customer and title to this equipment shall remain in the Company with the right to install, operate, maintain, and remove same and no charge shall be made by the Customer for use of the premises as occupied or used. 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 a reasonable form of easement agreement, if requested by Company.

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P.S.C. Gas No.10, Original Sheet No. 98.1

TERMS AND CONDITIONS

Company Responsibilities

COMPANY'S EQUIPMENT AND INSTALLATION (continued)

Notwithstanding the provisions of 807 KAR 5:006, Section 14(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 gas requirements.

COMPANY NOT LIABLE FOR INTERRUPTIONS

Company will exercise reasonable care and diligence in an endeavor to supply gas service continuously and without interruption, except as provided in the terms of certain rate schedules; however, Company does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of gas 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 gas service delivered at Company's property line, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of the Customer or of third persons resulting from the presence, use or abuse of gas on the Customer's premises or resulting from defects in or accidents to any of Customer's piping, 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 the Customer or any other party affected by the gas 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.

OBLIGATION TO SERVE

Company shall not be obligated to provide natural gas or natural gas service under any standard natural gas rate schedule on a standby, back-up, supplemental or other basis to any

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 98.2

TERMS AND CONDITIONS

Company Responsibilities

Customer that is physically connected to the facilities of any other provider of natural gas service, such other providers to include, but not be limited to, another natural gas local distribution company, public, private, or municipal; a producer, gatherer, or transmitter of natural gas; an interstate or intrastate natural gas pipeline; or any other entity (including the Customer itself acting in any one or more of these roles) that provides natural gas or natural gas service to residential, commercial, industrial, public authority, or any other type of customers which might otherwise receive natural gas from Company. Company and Customer may mutually agree to enter into a special contract for standby, back-up, supplemental or other service subject to the approval of the Kentucky Public Service Commission.

SPECIAL RULES FOR CUSTOMERS SERVED FROM HIGH PRESSURE MAINS, GAS TRANSMISSION MAINS, AND STORAGE GATHERING LINES

In order to ensure the integrity, safe operations, and reliability of the Company's gas system, these special rules apply to customers served from high pressure mains, gas transmission mains, and storage gathering lines.

When a customer requests service from a high pressure main, gas transmission main, or storage gathering line under Rate RGS, CGS, IGS, VFD, AAGS, or FT, Company shall determine, in its sole discretion, if service is justified, feasible, and consistent with good operating practice.

Upon approval by Company of a request by a customer (or group of customers) for service from a high pressure main, gas transmission main, or storage gathering line, then Company may charge the customer (or group of customers) in addition to the charges under the applicable rate schedule, the estimated installed cost of the tap, any regulation equipment, piping, and any other equipment or facilities determined by Company, in its sole discretion, to be necessary to provide such service consistent with good operating practice.

In no case, shall Company be obligated to provide service to customers served under Rate DGGS from a high pressure main, gas transmission main, or storage gathering line.

PURCHASE OF CERTAIN CUSTOMER-OWNED GAS SERVICE ENTRANCES AND RISERS.

LG&E will reimburse its gas customers who have replaced their service entrances or gas risers (or both) between January 1, 2011 and December 31, 2012. Customers must notify LG&E if they desire such reimbursement. LG&E has no obligation to seek out such customers. LG&E will post on its website a notice of the availability of this reimbursement. The reimbursement will be in the amount of the customers' reasonable costs of replacing such service entrances or gas risers (or both), which must be demonstrated to LG&E's reasonable satisfaction. Customers disputing the amount of reimbursement may contact the Commission. LG&E will reimburse only owners of affected properties, each of whom must have owned the affected property at the time of the replacement of the service entrance or gas riser.

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P.S.C. Gas No.10, Original Sheet No. 99

TERMS AND CONDITIONS

Character of Service

HEATING VALUE

Company will normally supply natural gas having a heating value of approximately 1,000 Btu per cubic foot or as is otherwise supplied by the interstate pipeline(s) from which Company takes natural gas service. All gas received into the system of Company shall meet either of the applicable quality standards of the interstate pipeline delivering natural gas to Company or the lowest standard if there is more than one pipeline. Company reserves the right to refuse to accept gas from any entity whose gas does not meet those minimum standards. When it is necessary to supplement the supply of natural gas, Company reserves the right, at its discretion, to supplement its supply of natural gas with a mixture of vaporized liquefied petroleum gas and air.

STANDARD PRESSURE AND MEASUREMENT BASE

The standard distribution pressure of the gas supplied by Company is four ounces per square inch above atmospheric pressure.

Atmospheric pressure shall be assumed in all cases to be 14.5 pounds per square inch and temperature shall be assumed to be 60 degrees Fahrenheit; provided, however, Company reserves the right for billing purposes to correct as necessary the actual temperature to a 60 degree Fahrenheit basis in the case of large volume customers.

All gas measured at pressures higher than the standard pressure shall be converted to a pressure base of 14.73 pounds per square inch absolute for billing purposes.

DELIVERY PRESSURE

Company shall not be obligated to provide gas service to any Customer at a minimum delivery pressure greater than 50 psig or the expected minimum pipeline pressure, whichever is less.

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Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, 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 7.

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 electric or gas 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.

Where Company serves a customer with both electric and gas service at the same service location, Company will render a combined bill. However, a residential customer may request, and Company will render, separate bills under the following conditions: (1) Customer is being threatened with disconnection for non-payment or has already been disconnected for that reason and (2) Customer would be able to pay either the gas or electric portion of his bill and thus retain one service.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following

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P.S.C. Gas No.10, Original Sheet No. 101.1

TERMS AND CONDITIONS

Billing

METER READINGS AND BILLS (continued)

receipt of such pledge or notice. 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 or more meters will not be combined except where Company's operating convenience requires the installation of two or more meters upon Customer's premises instead of one meter.

CUSTOMER RATE MIGRATION

Unless otherwise specified in the applicable rate schedule or rider, a change from one rate to another will be effective with the first full billing period following a customer's request for such change or with a rate change mandated by changes in a customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

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 quarterly. 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 the Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of the Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, Company may 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 the Customer's service line. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether the results show the meter is within the limits allowed by 807 KAR 5:022, Section 8(3)(a)1, and Section 8(3)(b)1. Company will notify the customers of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

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TERMS AND CONDITIONS

Billing

RESALE OF GAS

Gas service furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such gas to any other person, firm, or corporation on 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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Public Service Commission in Case No.
2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No.10, 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 8 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, 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 customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first ~~four~~ **six (6)** 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.
- 5) The General Terms and Conditions regarding Deposits set forth above shall not apply to, and shall be superseded by, the deposit requirements set forth in Section 3 of the Special Terms and Conditions contained in Standard Rate Rider PS-TS-2 (Sheet No. 59.5), Standard Rate Rider PS-TS (Sheet No. 60.1), and Standard Rate Rider PS-FT (Sheet No. 61.1).

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RESIDENTIAL

- 1) Residential customers are those customers served under Residential Gas Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$100.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d). For combination gas and electric customers, the total deposit will be \$260.00.
- 3) Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 102.1

TERMS AND CONDITIONS

Deposits

RESIDENTIAL (continued)

- 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 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, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR5:006, Section 8(1)(d).
- 2) For customers not meeting the parameters of GENERAL ¶ 2, 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 percent (10%), 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 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.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 103

TERMS AND CONDITIONS

Budget Payment Plan

Company's Budget Payment Plan is available to residential customers and to small commercial customers served under Rates CGS. Small business customers with combined gas and electric services must be served exclusively under General Service Rate GS for their electric service. 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 the plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of the 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 the customer's budget year. If actual usage indicates the customer's account will not be current with the final payment in the customer's budget year, the 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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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
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2012-00222 dated December 20, 2012

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 104

TERMS AND CONDITIONS

Bill Format



Customer Service: 1-800-331-7370 (M-F, 7 a.m. to 7 p.m. ET)
 Telephone Payments: 1-800-331-7370; press 1-2-3
 (24 hours a day; \$2.95 fee)
 Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. ET
 Online Customer Self-Service: www.lge-fla.com (24 hours a day)

DUE DATE	Pay This Amount
10/28/14	\$24.57

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

Averages for Billing Period	This Year	Last Year
Average Temperature	71°	73°
Number of Days Billed	33	30
Gas/ccf per day	0.3	0.4

ACCOUNT INFORMATION	
Account Number:	3000-1200-0000
Account Name:	LGE CUSTOMER2
Service Address:	123 Anystreet Dr ANYTOWN KY
Next Read Will Occur:	10/29/14 - 10/31/14
Date Bill Mailed:	10/02/14 (Meter Read Portion 01)

BILLING SUMMARY	
Previous Balance	25.51
Payment(s) Received 8/30 - 10/1	-25.51
Balance as of 10/1	0.00
Current Gas Charges	23.86
Current Taxes and Fees	0.71
Current Charges as of 10/1	24.57
Total Amount Due	24.57

GAS CHARGES	
Rate Type: Residential Gas Service	
Basic Service Charge	13.50
Gas Distribution Charge (\$0.26419 x 10 ccf)	2.64
Gas Supply Component (\$0.62313 x 10 ccf)	6.23
Gas DSM (\$0.01623 x 10 ccf)	0.16
Gas Line Tracker	1.08
Home Energy Assistance Fund Charge	0.25
Total Gas Charges	\$23.86

Meter Reading Information	
Meter # 576959	
Actual Reading on 10/1/14	1745
Previous Reading on 8/29/14	1225
Current ccf Usage	10
Meter Multiplier	1
Metered ccf Usage	10

TAXES AND FEES	
Rate Increase For School Tax (3.00% x \$23.61)	0.71
Total Taxes and Fees	\$0.71

Please see reverse side for additional charges.
 Customer Service 1-800-331-7370

\$24.57 will be deducted from your bank account on payment due date

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Winter Help Donation	Amount Enclosed
3000-1200-0000	10/28/14	\$24.57	\$25.31		\$*****

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

OFFICE USE ONLY:
 MRU01861056, G000000
 P25.51
 PF.Y:eb.P



#115296303 7#
 LGE CUSTOMER2
 123 ANYSTREET DR
 ANYTOWN KY 40012-0005

PO BOX 9091960
 LOUISVILLE, KY 40290-1960

Service Address: 123 Anystreet Dr

DATE OF ISSUE:

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ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 104.1

TERMS AND CONDITIONS

Bill Format

Account Number 3000-1200-0000 Page 2

BILLING INFORMATION	
Late Charge to be Assessed After Due Date	\$0.74

IMPORTANT INFORMATION
For a copy of your rate schedule, visit www.lge-ku.com or call our Customer Service Department.

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

- Budget Plan
- Auto Pay change request (voided check must be provided)

*Please deduct my Auto Pay Payment from a new Checking Account.
I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.*

Signature: _____
Date: _____

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 104.2

TERMS AND CONDITIONS

Bill Format



Customer Service: 1-502-589-1444 (M-F, 7 a.m. to 7 p.m. ET)
 Telephone Payments: 1-502-589-1444, press 1-2-3
 (24 hours a day; \$2.25 fee)
 Walk-In Center: Open: Mon-Fri 9 a.m. to 5 p.m. ET
 Online Customer Self-Service: www.lge.ky.com (24 hours a day)

DUE DATE	Pay This Amount
10/21/14	\$54.47

**** ATTENTION ****

See the **Billing Information** section of this bill for important information regarding a possible problem with your meter(s).

Averages for Billing Period	This Year	Last Year
Average Temperature	72°	75°
Number of Days Billed	30	29
Electro/kwh per day	10.5	19.9

ACCOUNT INFORMATION	
Account Number:	3000-1300-0000
Account Name:	LGE CUSTOMER3
Service Address:	1300 ANYSTREET DR APT 13 ANYTOWN KY
Next Read Will Occur:	10/23/14 - 10/27/14
Date Bill Mailed:	09/26/14 (Meter Read Portion 17)

BILLING SUMMARY	
Previous Balance	59.98
Payment(s) Received 8/27 - 9/25	-59.98
Balance as of 9/25	0.00
Current Electric Charges	39.64
Current Gas Charges	14.83
Current Charges as of 9/25	54.47
Total Amount Due	54.47

ELECTRIC CHARGES			
Rate Type: Residential Electric Service		Meter Reading Information	
Basic Service Charge	10.75	Meter # 476143	
Energy Charge (\$0.09076 x 316 kWh)	28.52	Actual Reading on 9/25/14	63698
Electric DDM (\$0.00543 x 316 kWh)	1.72	Previous Reading on 8/26/14	63552
Electric Fuel Adjustment (\$0.00056 x 316 kWh)	0.18	Current kwh Usage	316
Environmental Surcharge (3.190% x \$38.17)	1.22	Meter Multiplier	1
Home Energy Assistance Fund Charge	0.25	Metered kwh Usage	316
Total Electric Charges	\$39.64		

GAS CHARGES			
Rate Type: Residential Gas Service		Meter Reading Information	
Basic Service Charge	13.50	Meter # 418825	
Gas Line Tracker	1.08	Verified Reading on 9/25/14	7651
Home Energy Assistance Fund Charge	0.25	Previous Reading on 8/26/14	7651

Please see reverse side for additional charges.
 Customer Service 1-502-589-1444

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Pay This Amount	Amount Due After Due Date	Welfare Help Donation	Amount Enclosed
3000-1300-0000	10/21/14	\$54.47	\$56.10		\$

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

OFFICE USE ONLY:
 MRU17813038, G000000
 P99.06
 PFI:N eB:E



PO BOX 9001960
 LOUISVILLE, KY 40290-1960

PRINTED ON RECYCLED PAPER

Service Address: 1300 ANYSTREET DR APT 13

#115296304 58
 LGE CUSTOMER3
 1300 ANYSTREET DR APT 13
 ANYTOWN KY 40213

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ISSUED BY: /s/ Edwin R. Staton, Vice President
 State Regulation and Rates
 Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 104.3

TERMS AND CONDITIONS

Bill Format

Account Number 3000-1300-0000 Page 2

GAS CHARGES (cont)	
Total Gas Charge	\$14.83
Current ccf Usage	0
Meter Multiplier	1
Metered ccf Usage	0
BILLING INFORMATION	
Late Charge to be Assessed After Due Date	\$1.83
<p>ATTENTION: Your electric or gas meter did not register usage for the month. If you were not using this service, please disregard this message unless you wish to discontinue this service. However, if you are using service at this location, there may be a meter malfunction. Please contact our Customer Service Department at 1-502-580-1444. A Company representative will then come by to test the meter's accuracy and condition. By finding these problems early, we can minimize your future liability for any unbilled service.</p>	
IMPORTANT INFORMATION	
<p>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 832 pounds of CO2 (carbon). 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. Visit our website at www.lge-ku.com/savingenergy for energy-saving tips designed to help you better manage and lessen the environmental impact of your energy usage.</p>	
<p>For a copy of your rate schedule, visit www.lge-ku.com or call our Customer Service Department.</p>	

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

- Budget Plan
- Auto Pay (voided check must be provided). Please note that any past due balance on your LG&E account will be debited from your bank account immediately upon enrollment in the Auto Pay program. To avoid unintended debits to your bank account, please make sure your LG&E account balance is current before enrolling in Auto Pay.

Please deduct my Auto Pay Payment from my Checking Account.
I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.

Signature: _____

Date: _____

Processing Auto Pay 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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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, 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 to 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 10 days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's 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 Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given 15 days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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.

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 15(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 15(1)(f). Final Bills transferred following a lapse in service will not be subject to

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 105.1

TERMS AND CONDITIONS

Discontinuance of Service

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.

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 Customer's 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, (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 the 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.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 105.2

TERMS AND CONDITIONS

Discontinuance of Service

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 (either mailed or otherwise delivered, including, but not limited to, electronic mail), based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 106

TERMS AND CONDITIONS

Gas Main Extension Rules

1. Company will extend its gas distribution mains at its own expense for a distance of one hundred (100) feet to each bona-fide applicant who agrees in writing to take service within one (1) year after the extension is completed and who has a suitable Customer's Service Line installed and ready for connection provided the following criteria are met:
 - a) The existing main is of sufficient capacity to properly supply the additional customer(s);
 - b) The customer(s) contracts to use gas on a continuous basis for one (1) year or more; and,
 - c) The potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically feasible.
2. Company will extend its gas mains in excess of the above distance provided the applicant for service advances to Company an amount equal to the estimated cost of such excess portion of the extension. Company shall have the right to determine the length of the extension and to specify the pipe size and location of the extension, as well as the timing of its construction.
3. Where funds were advanced in accordance with paragraph 2 for extensions into developed residential neighborhoods and notwithstanding paragraph 1, any customer that subsequently connects to the main during a ten-year period from the effective date of the main extension contract shall advance to Company a pro rata share of the cost of the extension over 100 feet per connected customer.
4. For each new year-round customer connected to an extension in accordance with paragraph 3, Company will refund to the previous applicant(s) who advanced funds an amount equal to the difference between the refundable amount advanced and the amount of the advance so determined for the new applicant.
5. Company will extend its gas mains to serve a proposed real estate subdivision provided the applicant for such extension advances to Company an amount equal to the estimated cost of the total extension. Company shall have the right to determine the length of the extension and to specify the pipe size and the location of the extension, as well as the timing of its construction.
6. For each new year-round customer actually connected to the extension within a ten-year period following the effective date of the gas main extension contract, but not to extensions or laterals therefrom, Company will refund to applicant(s) who advanced funds in accordance with paragraph 5 above an amount equal to 100 times the average unit cost per foot of extension advanced by such applicant(s); provided that such refunds shall not exceed, in the aggregate, the amount originally advanced to Company.

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State Regulation and Rates
Louisville, Kentucky

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2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 106.1

TERMS AND CONDITIONS

Gas Main Extension Rules

7. Company will install at its own expense a service pipe of suitable capacity extending from its gas main to the customer's property line beyond which point all necessary piping shall be installed by and at the expense of the customer and in a manner acceptable to Company.
8. Company will install at its own expense the necessary meter together with the regulator required to convert from medium pressure to service pressure. When a high pressure gas line is tapped to serve a customer or group of customers, Company may charge the customer or customers for the estimated installed cost of the tap, any regulation equipment, piping, and any other equipment or facilities determined by Company, in its sole discretion, to be necessary to provide such service consistent with good operating practice.
9. In the event Company is required to make a further extension of its mains to serve a customer, Company reserves the right to tap any extension constructed under these rules and to make connections from such additional extensions without application of the refunds referred to in paragraph 4 or 6 above.
10. The title to all extensions herein provided for, together with all necessary rights-of-way, permits and easements, shall be and remain in Company.
11. Company shall not be obligated to make service connections or to extend its gas mains in cases where such extensions or connections, in the sole judgment of Company would be infeasible, impractical, or contrary to good operating practice, or where such extensions are not in accordance with the terms of the applicable rate schedule.

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ISSUED BY: /s/ Edwin R. Staton, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 107

TERMS AND CONDITIONS

Gas Service Restrictions

By Order dated September 5, 1973, in Case Nos. 5829 and 5839, the Public Service Commission of Kentucky authorized Company to incorporate in its gas tariff restrictions on the supply of gas service, occasioned by the inadequacy of gas supplies to meet customer demands. These restrictions have been modified from time to time by tariff filings authorized or approved by the Commission. Uncertainty as to future gas supply makes it necessary that Company continue to exercise control over the addition of gas loads to its system, as set forth in these rules.

1. **GENERAL.** Except as specifically provided in these rules, Company will not (a) initiate service to any new customer, location, or service point; (b) permit any commercial customer (including any governmental agency or institution) or any industrial customer to increase its connected load or to expand its gas requirements in any manner; or (c) permit any customer to change to another rate schedule for the purpose of obtaining a higher priority under Company's Tariff.
2. **NEW CUSTOMERS.** Until further notice, Company will accept applications for gas service to new customers as set forth below. Main extensions will be made in accordance with the Gas Main Extension Rules contained in this Tariff.
 - (a) **FOR SERVICE UNDER RATES RGS, VFD, CGS, DGGS, IGS, and FT.** Single family dwelling units individually metered. Commercial and industrial customers and multi-family residences served through a single meter. Company will have the right to limit the total connected load to a maximum of 8,000 cubic feet per hour, when in Company's judgment such is necessary in order to enable it to continue to supply reliable service to existing customers.
 - (b) **FOR SERVICE UNDER OTHER RATE SCHEDULES.** Company may undertake to serve new customers with requirements in excess of those allowable under Rates RGS, VFD, CGS, DGGS, IGS, and FT when in its judgment actual and potential gas supplies are sufficient to enable it to do so. Company will designate the applicable rate schedule under which such service will be supplied.
3. **INCREASE IN SERVICE TO EXISTING CUSTOMERS.** Until further notice, Company will, upon application, permit increases in the connected gas load or the gas usage of commercial and industrial customers existing as of the effective date of these rules, as follows:
 - (a) **ADDITIONAL SERVICE UNDER RATES RGS, VFD, CGS, DGGS, IGS, and FT.** Company will permit the addition of connected gas loads under Rates RGS, VFD, CGS, DGGS, IGS, and FT. Company will have the right to limit the total connected load to a maximum of 8,000 cubic feet per hour, when in Company's judgment such is necessary in order to enable it to continue to supply reliable service to existing customers.

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State Regulation and Rates
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 107.1

TERMS AND CONDITIONS

Gas Service Restrictions

- (b) **ADDITIONAL SERVICE UNDER OTHER RATE SCHEDULES.** Company may undertake to serve existing customers with additional requirements in excess of those allowable under Rates RGS, VFD, CGS, DGGS, IGS, and FT when in its judgment actual and potential gas supplies are sufficient to enable it to do so. Company will designate the applicable rate schedule under which such service will be supplied.
4. **LOAD ADDITIONS TO BE AGGREGATED.** Limitations on new or additional gas loads as specified herein refer to the aggregate of loads added subsequent to the effective date of these rules, and not to individual increments made from time to time.
5. **VOLUMES OF GAS USAGE.** Daily and monthly volumes of gas usage may be established or increased to reflect additions of connected load or increased usage of connected load existing as of the effective date of these rules. For customers subject to curtailment under Company's Curtailment Rules, Monthly Base Period Volumes will be established or adjusted accordingly.
6. **TRANSFERS BETWEEN LOCATIONS.** Company may permit any customer to transfer his own gas entitlement from one location to another; provided, however, that transfers of service cannot be aggregated so as to exceed the limitations on connected load set forth in Paragraphs 2 and 3 above with respect to Rates RGS, VFD, CGS, DGGS, IGS, and FT.
7. **PRIORITY CONSIDERATIONS.** If at any time, Company is required to select among applicants for service as provided for in Paragraphs 2(b) or 3(b) above, it will, to the extent practicable, observe the following priorities in the order named:
- (a) Schools, hospitals and similar institutions.
 - (b) Other commercial establishments.
 - (c) Industrial process and feedstock uses.
 - (d) Other industrial applications.
8. **LAPSE OF APPLICATIONS.** If any applicant for new or increased service under these rules is not ready to take such service within twelve (12) months from the date of application, such application shall be void. Any reapplication shall be subject to Company's rules in effect at the time thereof.
9. Applicants may make application for gas service beyond that provided for in these rules, to be initiated at such time as these rules may be terminated or modified so as to enable Company to provide the service applied for. Company will file such applications in the order of receipt and dispose of them as circumstances dictate.

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 108

TERMS AND CONDITIONS

Curtaiment Rules

These rules are established to govern Company's available supply of gas to sales and transportation customers during periods of shortage or substantial reduction in the gas available to Company. These rules are designed to provide for curtailment or discontinuance of service made necessary by a deficiency in gas supply, capacity, or unforeseen emergency circumstances. These rules are designed to enable Company to continue to supply reliable gas service for residential and other human welfare purposes. These rules shall apply and continue in effect until lawfully modified or superseded under the regulatory jurisdiction of the Public Service Commission of Kentucky.

1. **DEFINITIONS** (for purposes of these Rules).

COMMERCIAL CUSTOMERS: Customers engaged primarily in the sale of goods or services, including institutions and local, state and Federal governmental agencies, for uses other than those involving manufacturing as further described in Rate CGS.

HUMAN NEEDS: Residential and other customers whose facilities are used for residential dwellings on either a permanent or temporary basis or a facility providing critical emergency services (including, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, assisted living facilities, hotels, motels, fire department stations, police stations, national guard facilities, and emergency response agency facilities).

INDUSTRIAL CUSTOMERS: Customers engaged primarily in a process or processes which create or change raw or unfinished materials into another form or product, including, but not limited to, the generation of electric power as further described in Rate IGS and Rate DGGs.

SMALL INDUSTRIAL CUSTOMER: Any industrial customer whose aggregate of twelve Monthly Base Period Volumes is 10,000 Mcf or less.

LARGE INDUSTRIAL CUSTOMER: Any industrial customer whose aggregate of twelve Monthly Base Period Volumes exceeds 10,000 Mcf.

PILOT LIGHT REQUIREMENTS: Gas used on either a continuous or intermittent basis only for the ignition of the fuel in the main burner; does not include any gas used to preheat or atomize solid or liquid fuels.

BASE PERIOD: The twelve (12) months ending on the October 31 preceding the calendar year which is the subject of the implementation of any curtailments hereunder.

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 108.1

TERMS AND CONDITIONS

Curtailment Rules

MONTHLY BASE PERIOD VOLUMES: Monthly volumes assigned to each customer determined from its gas consumption (including sales and transportation volumes) during the Base Period.

AUTHORIZED MONTHLY VOLUME: The volume of gas authorized to be taken during a month and determined by deducting from the Monthly Base Period Volume the curtailment amount applicable for the month.

Some customers may have usage falling within more than one (1) of the above categories; as such, these customers may be required to segregate their total usage accordingly.

- COMBINATION OF AUTHORIZED MONTHLY VOLUMES.** Subject to a written application by a customer and acceptance thereof by Company, Company may permit any customer served through more than one point of delivery at any location, or any person, corporation or entity served with gas at more than one location, to take gas through the points or at the locations of its choosing, provided that the gas so taken will not exceed the combined Authorized Monthly Volumes applicable to such points of delivery, and provided that only volumes purchased under rate schedules subject to Pro-Rata Curtailment may be so combined. Gas taken through each individual point of delivery will be billed at the rate applicable to such point of delivery.

The right to combine Authorized Monthly Volumes as herein described is limited to individual customers or individual persons, corporations or entities and such right will not extend to similar combinations between or among unrelated customers. Nor shall such combinations be employed by any customer for the purpose of obtaining a lower overall cost of gas.

Provided, however, in the case of Industrial Customers provided with sales service under Rate IGS or Special Contracts, which have requested and received approval to combine Authorized Monthly Volumes, Monthly Base Period Volumes for such combined Industrial Customers must aggregate to not less than 10,000 Mcf for a twelve-month period and such combination shall be treated as a Large Industrial Customer for the purpose of implementing either Pro-Rata or Emergency Curtailment.

For the purpose of assessment of penalties, the point of delivery will be considered on a combined basis, so that the actual combined takes will be measured against combined Authorized Monthly Volumes. It will be the responsibility of any applicant for this treatment to advise Company in writing as to the party or entity to be held accountable for the payment of such penalty.

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 108.2

TERMS AND CONDITIONS

Curtailment Rules

3. **PRO-RATA CURTAILMENT.** In order to meet seasonal and daily sendout requirements, to preserve underground storage deliverability, and to provide for adequate and timely underground storage injections, Company will implement pro-rata curtailment with respect to the classes of customers here listed:

- (a) All customers served under Rate AAGS.
- (b) Large Industrial Customers provided with sales service under Rate IGS or Special Contracts.

Company will assign Monthly Base Period Volumes to each customer in the above two classes. Except in the case of an Emergency Curtailment, Company will provide as much notice as practicable to each of these customers that curtailment is being implemented. Such notice will include the percentage curtailment applicable to customer's Monthly Base Period Volume and the Authorized Monthly Volume such customer is authorized to take during said billing period.

Except in the case of Emergency Curtailment, such Pro-Rata Curtailment may only be implemented after Company issues an Operational Flow Order to customers served under Rate FT and takes similar actions applicable to transportation customers served under Special Contracts.

During each month, Pro-Rata Curtailment will be first applied to Rate AAGS customers until such curtailment reaches 100% of Monthly Base Period Volumes (allowing, however, for continuation of Pilot Light Requirements used in connection with alternate fuels). When Rate AAGS customers are 100% curtailed, any additional curtailment required will be apportioned at a uniform percentage to other customers subject to pro-rata curtailment under this Section 3.

4. **EMERGENCY CURTAILMENT.** In the event of an emergency, Company will initiate the following actions, individually or in combination, in the order necessary as time permits so that service may continue to be supplied for residential and other human health, safety and welfare needs.

- (1) Issue Operational Flow Orders to customers served under Rate FT, and take similar actions applicable to transportation customers served under Special Contracts. Customers that fail to comply with Operational Flow Orders will be required to discontinue the use of natural gas.
- (2) Issue Action Alerts to Pool Managers under Rider PS-TS-2 serving customers under Rider TS-2, and take similar actions applicable to transportation customers served under Special Contracts. Customers of Pool Managers that fail to comply with Action Alerts may be required to terminate service under Rider PS-TS-2 and Rider TS-2 and return to firm sales service.

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 108.3

TERMS AND CONDITIONS

Curtailement Rules

- (3) Discontinue service to customers served under Rate AAGS.
 - (4) Implement curtailement of all or a portion of the gas usage by Large Industrial Customers served under either Rate IGS or Special Contracts for gas sales service.
 - (5) Once curtailement in level 4 (above) has reached 100% of usage (excluding Pilot Light Requirements), implement curtailement of all or a portion of gas usage to the remaining Small Industrial and non-human needs commercial use customers.
 - (6) Company may request that transportation customers served under Rate FT and Special Contracts allow Company's use of customer-owned gas to supply higher priority end-use customers. Company shall negotiate compensation for such gas with any customer that complies with such request.
 - (7) Once curtailement of customers in level 5 (above) has reached 100% of usage (excluding Pilot Light Requirements), request reduction of gas usage by human needs commercial, residential, and other human needs customers.
 - (8) Implement forced curtailement of gas usage through the isolation of gas distribution load centers from the gas distribution system network.
5. **PENALTY CHARGES.** Company may, in its sole discretion, apply a penalty for all gas taken during a period of either Pro-Rata or Emergency Curtailement.

Any customer subject to Pro-Rata curtailement in accordance with Section 3 above, who at the end of a month has taken gas in excess of its Authorized Monthly Volumes (excluding Pilot Light Requirements where applicable) for such month, may, in the sole discretion of Company, be subject to a penalty charge applicable to such excess takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailement, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailement. Such penalty shall be in addition to the established rate for service.

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 108.4

TERMS AND CONDITIONS

Curtailement Rules

Any customer subject to Emergency Curtailement in accordance with Section 4 above, who uses quantities of gas in excess of authorized quantities (excluding Pilot Light Requirements where applicable) during a period of such Emergency Curtailement, may, in the sole discretion of Company, be subject to a penalty charge applicable to such unauthorized takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailement, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailement. Such penalty shall be in addition to the established rate for service.

The payment of penalty charges for takes of gas in excess of Authorized Monthly Volumes or authorized quantities shall not be considered as giving any customer the right to make unauthorized takes of gas, nor shall such penalty charges be considered as a substitute for any other remedy available to Company.

Company shall return to all customers through Company's Gas Supply Clause any penalty charges collected from customers under this Section 5 net of any penalty charges incurred from Company's supplier(s).

6. **DISCONTINUANCE OF SERVICE.** If any customer subject to curtailement under these rules fails to limit its use of gas as provided for herein, then Company shall have the right to immediately discontinue all gas supply to such customer.



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Exhibit 2 – Average Bill Impact

**Summary of Annual Revenue, Percent of Annual Revenue,
Average Bill Increase, and Percent Average Bill Increase**

By Class of Service

	Class Increases at Filed Rates				Class Increases at Settlement Rates					
	Annual Increase	% Annual Increase	Increase in Avg. Bill	% Increase in Avg. Bill	Annual Increase	% Annual Increase	Increase in Avg. Bill	Impact with Mechanism ROE	Overall ¹ Avg. Bill Impact	% Increase in Avg. Bill
LG&E										
ELECTRIC										
Residential Service	\$11,911,869	2.73%	\$2.74	2.73%	\$258,831	0.06%	\$0.05	(\$0.15)	(\$0.10)	-0.10%
General Service	\$4,213,025	2.72%	\$7.87	2.72%	\$100,042	0.06%	\$0.19	(\$0.43)	(\$0.24)	-0.08%
Power Service Secondary	\$4,905,530	2.73%	\$146.24	2.73%	\$110,754	0.06%	\$3.31	(\$8.05)	(\$4.74)	-0.09%
Power Service Primary	\$363,789	2.69%	\$415.28	2.69%	\$8,197	0.06%	\$9.36	(\$23.16)	(\$13.80)	-0.09%
Time of Day Service - Secondary	\$2,347,732	2.72%	\$612.98	2.72%	\$51,810	0.06%	\$13.53	(\$33.81)	(\$20.28)	-0.09%
Time of Day Service - Primary	\$4,187,361	2.73%	\$3,181.89	2.73%	\$92,175	0.06%	\$70.04	(\$174.73)	(\$104.69)	-0.09%
Retail Transmission Service	\$1,520,807	2.73%	\$10,561.16	2.73%	\$35,966	0.06%	\$249.77	(\$579.87)	(\$330.10)	-0.09%
Special Contracts	\$297,742	2.73%	\$8,270.61	2.73%	\$7,222	0.07%	\$200.60	(\$454.04)	(\$253.44)	-0.08%
All Lighting	\$532,957	2.73%	N/A	N/A	\$10,977	0.06%	N/A	N/A	N/A	N/A
GAS										
Residential Gas Service	\$9,264,250	4.20%	\$2.62	4.20%	\$4,544,605	2.06%	\$1.29	(\$0.05)	\$1.23	1.98%
Commercial Gas Service	\$3,973,949	4.20%	\$13.97	4.20%	\$1,948,735	2.06%	\$6.85	(\$0.23)	\$6.62	1.99%
Industrial Gas Service	\$399,692	4.21%	\$132.40	4.21%	\$195,906	2.06%	\$64.89	(\$2.06)	\$62.84	2.00%
As Available Gas Service	\$99,892	4.20%	\$1,453.46	4.20%	\$49,002	2.06%	\$713.00	(\$11.34)	\$701.66	2.03%
Firm Transportation	\$293,560	4.20%	\$309.66	4.20%	\$144,511	2.07%	\$152.44	\$0.00	\$152.44	2.07%
Special Contract Intra-Company Sales	\$173,260	4.20%	\$14,438.37	4.20%	\$84,600	2.05%	\$7,050.00	(\$2.06)	\$7,047.94	2.05%
Special Contract Intra-Company Transportation	\$56,196	4.20%	\$4,683.04	4.20%	\$27,598	2.06%	\$2,299.83	\$0.00	\$2,299.83	2.06%
Special Contract	\$10,038	4.22%	\$836.47	4.22%	\$4,965	2.09%	\$413.78	\$0.00	\$413.78	2.09%
KU										
Residential Service	\$56,839,411	9.57%	\$11.01	9.57%	\$47,349,258	7.97%	\$9.17	(\$0.19)	\$8.98	7.81%
General Service	\$20,741,924	9.56%	\$21.05	9.56%	\$17,292,976	7.97%	\$17.55	(\$0.36)	\$17.19	7.81%
All Electric School Service	\$1,238,148	9.57%	\$162.68	9.57%	\$1,030,294	7.96%	\$135.37	(\$2.75)	\$132.62	7.80%
Power Service Secondary	\$19,034,075	9.56%	\$340.66	9.56%	\$15,866,702	7.97%	\$283.97	(\$5.77)	\$278.20	7.81%
Power Service Primary	\$1,989,750	9.58%	\$839.56	9.58%	\$1,657,629	7.98%	\$699.43	(\$14.20)	\$685.23	7.82%
Time of Day Service - Secondary	\$11,341,999	9.56%	\$2,026.09	9.56%	\$9,454,593	7.97%	\$1,688.93	(\$34.31)	\$1,654.62	7.81%
Time of Day Service - Primary	\$27,203,590	9.57%	\$8,907.53	9.57%	\$22,686,893	7.98%	\$7,428.58	(\$150.72)	\$7,277.86	7.82%
Retail Transmission Service	\$9,554,633	9.57%	\$24,881.86	9.57%	\$7,960,165	7.97%	\$20,729.60	(\$421.02)	\$20,308.58	7.81%
Fluctuating Load Service	\$3,010,052	9.57%	\$250,837.67	9.57%	\$2,504,624	7.96%	\$208,718.67	(\$4,246.37)	\$204,472.30	7.80%
All Lighting	\$2,489,100	9.59%	N/A	N/A	\$2,072,998	7.98%	N/A	N/A	N/A	N/A

¹ - Overall Average Bill Impact does not include the new Off-System Sales tracker whereby the customers will receive 75% of the margins from off-system sales.