

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

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
Louisville, Kentucky

Louisville Gas and Electric Company

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

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DATE OF ISSUE: ~~November 26, 2014~~

DATE EFFECTIVE: July 1, 2015 Deleted: January 1, 2015

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P.S.C. Gas No. 10, Original Sheet No. 1.1

GENERAL INDEX Standard Gas Rate Schedules – Terms and Conditions

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DATE OF ISSUE: Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015 Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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	\$ 0.41597
Total Gas Charge Per 100 Cubic Feet	\$ 0.70290

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.

DATE OF ISSUE: ~~_____~~

DATE EFFECTIVE: ~~_____~~ July 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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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 \$ 0.41597

Total Gas Charge Per 100 Cubic Feet \$ 0.70290

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

DATE OF ISSUE:

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P.S.C. Gas No. 10, Original Sheet No. 9.1

Standard Rate

VFD
Volunteer Fire Department Service

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

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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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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	0.41597	
Total Charge Per 100 Cubic Feet	\$ 0.63101	

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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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Deleted: January 1, 2015

ISSUED BY:

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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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2012-00222 dated December 20, 2012

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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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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 \$ 0.41597

Total Charge Per 100 Cubic Feet \$ 0.64376

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.

DATE OF ISSUE:

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DATE EFFECTIVE: July 1, 2015

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ISSUED BY:

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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

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
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Issued by Authority of an Order of the
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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 \$ 4.1597
Total Charge Per Mcf \$ 4.8606

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.

DATE OF ISSUE:

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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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

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ISSUED BY:

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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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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
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.

DATE OF ISSUE: 

Deleted: November 26, 2014

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. 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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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
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-

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
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:

~~\$0.1255~~ per Mcf for Bills Rendered On and After ~~May 1, 2015~~

For customers electing service under Rate FT effective November 1, 2014, the Gas Cost True-Up Charge shall be:

~~\$0.2336~~ per Mcf for Bills Rendered On and After ~~May 1, 2015~~

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.

DATE OF ISSUE:

DATE EFFECTIVE: ~~May 1, 2015~~

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.
~~2015-00105~~ dated ~~April 29, 2015~~

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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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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
Louisville, Kentucky

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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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
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 30.5

Standard Rate FT
Firm Transportation Service (Transportation Only)

The appropriate percentage shall be dependent on the Customer'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%

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 Customer with a 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 Customer's monthly 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 rate schedule.

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 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.

UTILIZATION CHARGE FOR DAILY IMBALANCES

Should an imbalance exceed ±5% of the delivered volume of gas on any day when an Operational Flow Order (as described below) has not been issued, then Company shall charge the Utilization Charge for Daily Imbalances times the recorded imbalance greater than ±5% of the delivered volume of gas for each daily occurrence. The Utilization Charge for Daily Imbalances is the sum of the following:

DATE OF ISSUE: _____
DATE EFFECTIVE: July 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. 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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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
Louisville, Kentucky

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 UCIDI 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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Louisville, Kentucky

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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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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
Louisville, Kentucky

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.



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
Louisville, Kentucky

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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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 ~~0.41597~~
Total Charge Per 100 Cubic Feet ~~\$0.44926~~

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

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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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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
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.



DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY:

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State Regulation and Rates
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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DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY:

/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. 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	0.7691	0.7691	0.7691
Total	\$2.9195	\$3.0470	\$1.4700

DATE OF ISSUE:

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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 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 Rider TS-2 effective November 1, 2013, the Gas Cost True-Up Charge shall be:

~~\$0.1255~~ per Mcf for Bills Rendered On and After ~~May 1, 2015~~

For customers electing service under Rider TS-2 effective November 1, 2014, the Gas Cost True-Up Charge shall be:

~~\$0.2336~~ per Mcf for Bills Rendered On and After ~~May 1, 2015~~

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

DATE OF ISSUE:

DATE EFFECTIVE: ~~July 1, 2015~~

ISSUED BY:

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 51.3

Standard Rate Rider

TS-2

Gas Transportation Service/Firm Balancing Service

RATE (continued)

Such amount shall be applied to Customer's November bill.

Payment of the Minimum Annual Threshold Charge is not a remedy for Customer's failure to meet the Minimum Annual Threshold Requirement for service under Rider TS-2. In the event that Customer does not meet the Minimum Annual Threshold Requirement for two (2) consecutive years (as determined for the 12 months ended October), service to Customer under this rider may be discontinued. Customer and its TS-2 Pool Manager will receive notice by December 1 that Customer will be removed from the TS-2 Pool and returned to firm sales service effective April 1 of the following year.

New customers qualifying for service hereunder and who begin service prior to the November 1 date specified above shall not be subject to any Minimum Annual Threshold Charge for service prior to the November 1 date immediately following the commencement of service hereunder.

Optional Monthly Telemetry Charge: \$300.00 per Delivery Point per month

REMOTE METERING

Remote metering service shall be required as a prerequisite to the Customer obtaining service under this rider. The remote metering devices will allow Company and Customer to monitor the Customer's usage on a daily basis and allow Company to bill the Customer.

At the time that the Customer executes a contract for service hereunder, Customer shall elect to either (1) pay for the cost of this remote metering equipment and the cost of its installation in an up-front lump sum payment, or (2) pay the Optional Monthly Telemetry Charge specified herein. Under either option, Customer shall reimburse Company for the cost of any modifications to Company facilities and the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

The Customer 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.

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that Customer's service under Rider TS-2 becomes effective. 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 remote metering.

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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
Louisville, Kentucky

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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
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Louisville, Kentucky

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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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DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY:

/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. 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 totalized 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

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: _____

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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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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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DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /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. 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:

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

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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%

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~July 1, 2015~~

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY:

/s/ Edwin R. Staton, Vice President
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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, 2014, such LAUFG percentage is 3.25%. 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;

DATE OF ISSUE:

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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Deleted: November 26, 2014

Deleted: January 1, 2015

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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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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DATE OF ISSUE: ~~November 26, 2014~~

Deleted: November 26, 2014

DATE EFFECTIVE: ~~November 26, 2014~~ July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: January 1, 2015

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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 P.S.C. 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%
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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	0.47%
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DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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. 63

Standard Rate Rider

NGV
Natural Gas Vehicle Service

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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.

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
Louisville, Kentucky

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 63.1

Standard Rate Rider

NGV
Natural Gas Vehicle Service

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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.

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
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

DATE OF ISSUE: ~~November 26, 2014~~

DATE EFFECTIVE: July 1, 2015

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

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.~~39261~~

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Gas Cost Actual Adjustment (GCAA)

0.0~~0629~~

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Gas Cost Balance Adjustment (GCBA)

~~0.01255~~

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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)

~~0.00452~~

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Total Gas Supply Cost Component Per 100 Cubic Feet (GSCC)

\$0.~~41597~~

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DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: ~~May 1, 2015~~

Deleted: November 1, 2014

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

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Issued by Authority of an Order of the
Public Service Commission in Case No.
~~2015-00105~~ dated ~~April 29, 2015~~

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:

$$\text{GSCC} = \text{Gas Supply Cost} + \text{GCAA} + \text{GCBA} + \text{RF} + \text{PBRR}$$

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.

(PBRR) is the amount per 100 cubic feet calculated pursuant to the Experimental Performance-Based Rate Mechanism contained in the Adjustment Clause PBR. The PBRR 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:

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Edwin R. Staton, Vice President
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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. 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:

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
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 86.1

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

DRLS = DSM REVENUE FROM LOST SALES (continued)

1. For each upcoming twelve-month period, the estimated reduction in customer usage (in Ccf) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per Ccf for purposes of determining the lost revenue to be recovered hereunder for each customer class. The non-variable revenue requirement is defined as the weighted average price per Ccf of expected Distribution Cost Component billings for the customer classes.
2. The lost revenues for each customer class shall then be divided by the estimated class sales (in Ccf) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenues 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. For recovery purposes, the lost sales revenues will be assigned 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 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: With Bills Rendered On and
After December 31, 2011

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.
2011-00134 dated November 9, 2011**

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 86.2

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

DSMI = DSM INCENTIVE (continued)

The DSM incentive amount shall be divided by the expected Ccf sales for the upcoming twelve-month period to determine the DSMI. 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 determined by calculating the difference between the amount billed during the twelve-month period from application of the DBA unit charges and the balance adjustment amount established for the same twelve-month period.

The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include 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 balance adjustment amounts, plus interest, shall be divided by the expected Ccf sales for the upcoming twelve-month period to determine the DBA for each 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: With Bills Rendered On and
After December 31, 2011

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.
2011-00134 dated November 9, 2011**

Louisville Gas and Electric Company

P.S.C. Gas No. 10, Original Sheet No. 86.3

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

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

The filing of modifications to the DSMRC that require changes in the DCR component shall be made at least two (2) months prior to the beginning of the effective period for billing. Modifications to other components of the DSMRC shall be made at least thirty (30) 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 and DSMRC.

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

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: May 31, 2012

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. 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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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.

Deleted: November 26, 2014

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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
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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. 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.¶

DATE OF ISSUE:

DATE EFFECTIVE: July 1, 2015

Deleted: November 26, 2014

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. 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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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
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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: October 26, 2001

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. 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).

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: November 1, 2001

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.
2009-00550 dated April 30, 2010

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 Zone1.

DATE OF ISSUE: 

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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:

DATE OF ISSUE: 

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: 

Deleted: November 26, 2014

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
Public Service Commission in Case No.
2009-00550 dated April 30, 2010

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:

$$\text{TAGSC} = \text{AGC} + \text{TAAGTC}$$

DATE OF ISSUE:

Deleted: November 26, 2014

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
Public Service Commission in Case No.
2009-00550 dated April 30, 2010

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.

DATE OF ISSUE: ▼

Deleted: November 26, 2014

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
Public Service Commission in Case No.
2009-00550 dated April 30, 2010

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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: February 6, 2009

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. 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:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: July 1, 2015

Deleted: 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. 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).

DATE OF ISSUE: 

Deleted: November 26, 2014

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. 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.

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
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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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
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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: January 4, 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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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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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
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

DATE OF ISSUE: 

Deleted: November 26, 2014

DATE EFFECTIVE: January 4, 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. 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).

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: January 4, 2013

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. 101.2

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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

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
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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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:

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
 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: _____

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
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



#115296304 58
 LGE CUSTOMER3
 1300 ANYSTREET DR APT 13
 ANYTOWN KY 40213

PO BOX 9001960
 LOUISVILLE, KY 40290-1960

Service Address: 1300 ANYSTREET DR APT 13

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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
 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 Charges	\$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.

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
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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DATE OF ISSUE:

Deleted: November 26, 2014

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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. 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.

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
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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Deleted: November 26, 2014

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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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE:

Deleted: November 26, 2014

DATE EFFECTIVE: February 6, 2009

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. 107.1

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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

DATE EFFECTIVE: February 6, 2009

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. 108

TERMS AND CONDITIONS

Curtalement 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 DGS.

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.

DATE OF ISSUE:

Deleted: November 26, 2014

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. Gas No.10, Original Sheet No. 108.1

TERMS AND CONDITIONS

Curtalement 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 curtalement 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 Curtalement 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 Curtalement.

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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. 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.

DATE OF ISSUE: _____

Deleted: November 26, 2014

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. Gas No.10, Original Sheet No. 108.3

TERMS AND CONDITIONS

Curtailment Rules

- (3) Discontinue service to customers served under Rate AAGS.
 - (4) Implement curtailment 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 curtailment in level 4 (above) has reached 100% of usage (excluding Pilot Light Requirements), implement curtailment 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 curtailment 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 curtailment 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 Curtailment.

Any customer subject to Pro-Rata curtailment 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 curtailment, 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 curtailment. Such penalty shall be in addition to the established rate for service.

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
Louisville, Kentucky

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Louisville Gas and Electric Company

P.S.C. Gas No.10, Original Sheet No. 108.4

TERMS AND CONDITIONS

Curtaiment Rules

Any customer subject to Emergency Curtailment 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 Curtailment, 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 curtailment, 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 curtailment. 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 curtailment 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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